

To be stamped on INR 100/- non-judicial  
stamp paper procured by Neudesic

## **AGREEMENT**

The Articles of the present Employment Agreement made and executed on this .....day of.....2022.

### **B E T W E E N**

- 1. M/s Neudesic Technologies Private Limited., CIN No. U74210DL2006PTC156140** having its registered office at Flat No.107, C-240, Pandav Nagar, Delhi 110092, represented through it's Director/Authorized Signatory Mr. Ramu Adapa S/o Sri. Venkateswarlu, situated at 10th Floor, Jyothi Pinnacle, Hitech City Road, Whitefields, Kondapur, Hyderabad-500081, (Corporate/Branch Office), hereinafter referred to as 'the Company' or 'the Employer' as the context may require or permit. The Employer comprises of the First Part.

**AND**

- 2. Mr/Ms.** \_\_\_\_\_ Aged about \_\_\_\_\_, **Male/Female,** residing at \_\_\_\_\_  
\_\_\_\_\_, appointed as having the position of \_\_\_\_\_, hereinafter called and referred to as '**The Employee**' as the context may require or permit. The Employee comprises of the second part

**WHEREAS** the present employment Agreement between the parties will be governed by the Company's policies including but not limited to code of conduct and ethics, leave policy, remuneration policy & any other relevant policy, as announced or available on company's intranet/website and modified, from time to time and which would be at the Company's sole discretion.

**AND WHEREAS,**

1. The Company has selected the Employee for the position of \_\_\_\_\_, for effectively carrying out the official responsibilities assigned to the Employee from time to time and the employees has accepted the company's offer.
2. This Employment Agreement would be taken to start from the very first day of appointment.
3. The Employee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.
4. The terms and conditions contained herein ("Terms of Employment") must be read as part of and including all of the Company's current policies published/communicated from time to time.
5. These Terms of Employment including the policies shall be subject to modifications, from time to time and such modifications and/or amendments shall be made and appropriately and adequately communicated.

**AND WHEREAS** the Employee agrees that the Company has offered him/her employment based on the specific information and records furnished by him/her or on their behalf. The Employee agrees to provide or arrange to have provided any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, the Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by him/her or on their behalf, including any information, documents or certificates provided as a proof of their qualifications and experience, or if they fail to cooperate with the Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, consider this appointment to be null and void.

NOW THEREFORE THE PRESENT AGREEMENT MUTUALLY AGREED TO BY AND BETWEEN THE PARTIES AND THESE WITNESSES, IS AS UNDER:

**I. TERMS OF EMPLOYMENT:**

**1. EFFECTIVENESS:**

This agreement shall become effective on earlier of commencement of your employment with Company or date of this agreement, in your case being \_\_\_\_\_ day of 20\_\_\_\_\_

**2. PROBATION:**

- i. The Employee shall be on probation for a period of ninety (90) days from the effective start date of your employment with the Company.

- (1) While on probation, the company can terminate the Employee's employment with one months' notice.
- ii. Unless otherwise communicated to the Employee by the Company, the probation period will expire ninety (90) days after the effective start date as mentioned in clause (1). The Company reserves its right to extend this probation period beyond ninety (90) days, should the need arise.
  - iii. If the Employee desires to resign from their employment during the probation period, the Employee shall provide the Company with a sixty (60) days of prior written notice with reasons for such resignation.
  - iv. If any time, during the Training / Probation Period, the employee does not show the expected performance or remains absent without prior permission or misbehaves, his/her service can be terminated by giving One Day's Notice or by making payment in lieu of notice.

### **3. GENERAL CODE OF CONDUCT AND DUTIES**

- i. The Employee shall at all times, be required to carry out such duties and responsibilities as may be assigned to him by the Company and shall faithfully and diligently perform these with full devotion, sincerity, honesty and to the satisfaction of the company.
- ii. During the period of his/her employment, the Employee shall be bound to observe and abide by all terms and conditions and stipulations hereinafter contained as also by such other rules and regulations as may be framed by the Company from time to time to be observed by or to be applicable to the Employees of his/her class. The employee consequently shall be governed by the Companies policies and rules regarding leave. Misconduct, Indiscipline or/and /other matters.
- iii. The roles, responsibilities and duties appropriate to the Employee's designation or their employment, will be specified by the Company from time to time. The Company may at any time, in its sole discretion, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, the Employee may be required to provide services, directly or indirectly, to the Company and its affiliates and their employees, contractors and clients.
- iv. During the period of his employment the Employee shall be punctual in attendance and diligent in his/her work and the Employee shall devote all his/her working time and the best of his/her abilities, exclusively for the benefit of the Company. The Employee further agrees to obey all orders of and carry out all duties entrusted to him from time by his/her Senior Officers/Superiors.
- v. That it shall be competent of the Company to transfer the services of the Employee to any other Company or Firm or concern within the group including its affiliates to which the Management of this Company deem it necessary or fit to transfer and in the event of such transfer, the other Company or Firm or Concern shall be obliged to and governed by this agreement and the employee shall be entitled to the continuity and terms of the services under these present and shall also be entitled to all the amenities or benefits which may be in force in such other Company, Firm or concern to which his/her services may be transferred which are in addition to this agreement and which are expressly communicated to such employee. The Company

hereby stipulates that in the event of the transfer of the Employee to any other Company or Firm or concern as aforesaid the emoluments to which he is entitled by virtue of these presents shall not in any way or manner be reduced or allowed to suffer. All clauses herein shall apply '*Mutatis Mutandis*' and shall continue to remain binding on the Employee even in the event of his/her transfer to other Company or Firm or Concern, as if his/her present agreement was entered into such Company or Firm or Concern.

- vi. The Employee acknowledges and agrees that the scope described in this agreement is necessary and reasonable in order to protect company in the conduct of its business.
- vii. The Employee is required to deal with the Company's money, equipment, material, software products/development, Intellectual Property Right and documents with utmost honesty, care and professional ethics. In case, if the Employee is found guilty, at any point of time of moral turpitude or of dishonesty in dealing or making away with the company's money, equipment, material, software products/development and documents or of theft or of misappropriation regardless of the value involved, his/her services would be terminated with immediate effect notwithstanding other terms and conditions mentioned in the appointment letter. The company also reserves the right to take legal action as per law for any of the above violations.
- viii. The Employee shall not engage himself/herself in any other gainful or commercial employment, business or activity part-time or full-time, directly, indirectly, as long as he/she is employed with services of the company. The Employee shall not engage himself/herself directly or indirectly in any other profitable business connected with the dealings or activities of the company in any way. Any failure on his/her part to comply with the above instructions would render his/her services liable for termination notwithstanding any other conditions in the appointment.
- ix. The Employee is expected to furnish a declaration cum independence undertaking as per company's policies from time to time and as indicated in Annexure B to this agreement.

#### **4. HOURS OF WORK**

- i. A working week shall comprise of 48 (forty-eight) working hours and for not more than 9 hours per day.
- ii. The Employee may be required to work on a shift basis. Shifts may be scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days a year. The Company, may at any time and in its sole discretion, change the shift timings.
- iii. The Employee may be required to work for more than 9 hours a day as may be deemed necessary for the task at hand, as per the Company's policy in this regard.

#### **5. PLACE OF EMPLOYMENT**

- i. The Registered office of the Company is at Delhi and the Corporate Office is at Hyderabad and Branch Offices are at Bangalore, Hyderabad, Kochi. The Employee, as per the requirement and as per the designation and role of the Employee, would be required to travel to any of the aforesaid offices.
- ii. The Employee acknowledges and agrees that he/she may be assigned, transferred, or deputed to offices, departments or units of the Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, the Employee may be required to give his/her consent to and/or agree to such an

assignment, deputation, or transfer.

- iii. In the event of any assignment, transfer or deputation of the Employee's services, the salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer, or deputation.

## **6. TRAVEL AND EXPENSES**

- i. The Employee may be required to travel, whether in or around India or overseas, in connection with their employment with the Company, mostly on short notice. While travelling for work, the Employee's expenses and costs in connection with such travel and any other related expenses incurred by him/her during the course of their employment shall be reimbursed in accordance with the prevailing travel and expense policy of Company.
- ii. For the purpose of clause 6(i), the Employee shall keep his/her passport valid at all times.

## **7. SALARY AND BENEFITS**

- i. The Employee shall receive an annual compensation as agreed in the offer letter. The above compensation shall be subject to deduction of taxes as per tax laws. This contract should be read in conjunction with the offer letter/ most recent increment letter/communication in **ANNEXURE A**. The break- up of the salary along with the taxes are tabulated under **ANNEXURE A**.
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- ii. Compensation will be disbursed on or around the 7th of the subsequent month of service.
- iii. The Employee's salary will be reviewed on a yearly basis and the salary may be adjusted with increments, incentives and bonuses, depending upon various factors, including the Employee's performance during the preceding performance period.
- iv. Notwithstanding the above, the Employee acknowledges that it is the Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company.
- v. In addition to the salary, the Employee may receive other benefits, as applicable under the Company's benefits or similar policies. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

## **8. LEAVE POLICY**

- i. The Company's leave policy shall apply to the Employee and his/her employment and may be modified by Company at any time, in its sole discretion. The structure of the leaves provided by the Company to the Employee has been stated in detail under the Leave Policy formulated by the Company.
- ii. The Company strives to provide a conducive work environment to its female employees who prefer to work up till their confinement periods. The Maternity Leave procedure followed by the Company is in keeping with the Maternity Benefit Act, 1961 and has been given in detail in the Company's Leave Policy.

## **9. SEVERANCE – TERMINATION/RESIGNATION**

- i. Should the Employee wish to terminate his/her employment with the Company, his/her services may be terminated by giving a *two months' notice* to the Company or in the alternate where the Company seeks to terminate the Employee's employment with the Company, the Company would do so by giving the Employee a one month's notice in writing.
- ii. In a situation where a written undertaking is given by the Employee to serve the Company for a specified period of time as in the case of a Bond Agreement with an Employee who joins with a 'Joining Bonus', travel reimbursement and allowances including any other allowances, the applicable notice period for such an Employee to terminate the appointment will be as per the written undertaking given. In other cases, the employee shall be under an obligation to refund any bonus, travel reimbursement and allowances including any other allowance.

- iii. For the purpose of clause 9(ii), in case the Employee who joins with a 'Joining Bonus', for any reason, leaves the services of the Company before the stipulated period unique to his/her Terms of Employment, then he/she shall forthwith pay a sum of **Rs.** /- (Rupees \_\_\_\_\_ only) being the indemnification of the cost of the Company. The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Company & at the same time the Company has full right to initiate appropriate legal proceedings against the Employee. The above is in lieu of opportunity cost, cost of training as well as any loss due to sudden leaving of the employee.
- iv. Notice pay and any other outstanding, which may be due from the Employee, shall be deducted from Company dues payable by the Employee, on separation or / and recovered from the Employee as the case may be.
- v. An employee is not eligible to avail more than 5 days leaves while serving his / her notice period. If, due to some unavoidable circumstances he/she has to take more than 5 days of leaves while on notice period, then it will be either treated as a loss of pay and will be adjusted in the full and final settlement or the notice period will be extended by the number of leaves taken.
- vi. The Employee shall be terminated immediately, if found to be in breach of any of the terms contained herein or any of the Company's policies and the Employee expressly agrees that the Employee will have no opportunity to cure the wrongs done unless and otherwise expressed by the Company.
- vii. For the purposes of clause Company may terminate your employment immediately, with or without notice, on the occurrence of either of the following breaches:
  - a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
  - b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which the Company believes, in its sole discretion, may affect the performance of the Employee's obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients  
any disrepute, whether or not such matter is directly related to the affairs of the

Company and/or its affiliates and their employees, contractors or clients; and/or

- c. Involvement in any act of moral turpitude.
- d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company.
- e. Refusal to take up a project: An Employee, who is observed to have been refusing projects for reasons not cogent or professional enough to warrant such refusal, may be terminated from his/her employment after being served with a Show- Cause notice for such deficiency in services as well as for being given an opportunity to be heard.
- f. Failure for not clearing the PIP process as stated in para 9.1 below.

#### **9.1. Performance Improvement Programme:**

- i. The Company endeavors to bring out the best in its Employees and in realizing the potential of its Employees, in the event that an Employee is seen to not be able to deliver upon the tasks assigned, as is required, such an Employee may be referred to the Company's Performance Improvement Programme for a period of 3 months.
- ii. During this period, the Employee shall for the said 3 month period be put back on the probationary period policy under this contract and partake of the Improvement Programme in complete earnest. The persons responsible for supervising this Programme shall prepare a detailed progress report on fortnight basis for the 3 months.
- iii. During this period, if the Employee shows steady improvement, such an Employee may be deemed to have successfully completed his/her Improvement Programme even before the completion of 3 months.
- iv. In the alternate, in case an Employee is seen to not be able to make progress despite the programme, such an Employee, after adequate communication, shall be terminated from his/her employment with the Company with immediate effect as per policy in this regard.

#### **10. CONSEQUENCES OF TERMINATION**

- i. Upon termination or expiration of the Employee's employment, for any reason, or as otherwise requested by Company, the Employee will return to the Company:
    - a. Any property belonging to the Company, such as a laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; and
    - b. All Confidential Information and any Work Product, including any or all documents and information, of whatever description or in whatever form, tangible or
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intangible, in the Employee's possession, together with copies including soft copies, complete backup of computer, laptop assigned to the Employee, notes or summaries of such documents and the Employee's own working papers which are derived of or based on such documents.

- ii. Upon termination or expiration of the Employee's employment, for any reason, amounts due or payable, from, or to the Employee by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- iii. Upon termination or expiration of the Employee's employment, for any reason, the Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.
- iv. Any termination of employment or these Terms of Employment by the Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to the Employee or to the Employee's successors-in-interest or assigns.
- v. Outstanding bonus/ incentive, if any, shall be paid as per company's discretion.

## **11. MODE OF COMMUNICATION**

Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, web portals, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to Employee in person, by email or by ordinary post at the address given by the Employee at the time of his/her employment or such other address as may be intimated by the Employee to the management thereafter.

## **12. CONFIDENTIALITY**

- i. The Employee agrees, as part of the employment agreement hereunder, that the Employee shall have access, directly or indirectly, to certain Confidential Information of the Company and its affiliates and their employees, contractors and/or clients. At any time during the term of employment, the Employee agrees to execute a separate non-disclosure agreement (NDA) or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information. In the eventuality of there being no such agreement, signature to this agreement shall tantamount to signing of Non-Disclosure agreement.
- ii. During the term of employment and thereafter, the Employee shall:
  - a. Hold the Confidential Information in the strictest confidence.
  - b. Not disclose or use or attempt to use or disclose, the Confidential Information

except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to the Employee;

- c. Not disclose or divulge the Confidential Information to or for the benefit of any third person or entity without the prior authorization of the Company, its CEO or COO and its Directors;
  - d. Give prompt notice to Company of any actual or attempted unauthorized use or disclosure of the Confidential Information; and
  - e. Return the Confidential Information, including any copies or reproductions, at Company's request or upon termination of the employment. The obligations under this Section shall remain in effect and survive any termination or expiration of employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by the Employee, including in the event where the Employee takes up or attempts to take up employment with or acts or attempts to act as consultant or contractor to, any person, who may be a competitor of Company, or takes up or attempts to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information.
- iii. For the purpose of this clause, "Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to the Employee by the Company or on the Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of the Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.
- iv. In order to protect the company's and its affiliates' relationships with their respective employees and the confidentiality of the Confidential information, during the time of employee's employment with the company and for a period of Eighteen (18) months after the termination of employees employment with the Company for any reason, the Employee will not, except on behalf of the Company, directly or indirectly, either on behalf of the Employee or others, solicit for employment/clients, hire or engage, any individual who is an employee of the company or its affiliates, solicit clients at the time of termination of Employee's employment with the company, or an Employee was an Employee with the Company, or its affiliates or clients of the company at any time prior

to the Employee's termination of employment.

### 13. DEFAMATION:

- i. Definition: Whoever, by words either spoken or intended to be read, or by signs or by visible representations, makes or publishes any imputation concerning any person intending to harm, or knowing or having reason to believe that such imputation will harm, the reputation of such person, is said, except in the cases hereinafter expected, to defame that person.
- ii. In the event that an Employee is found to have defamed the Company by way of utterance of such words or by way of a publication that imputes harm on the Company and/or any of its Employees, such an Employee shall be liable to face criminal proceedings as per the provisions of Section 499 and 500 of the Indian Penal Code and also liable to pay quantified damages to the Company and/or its Employees, as the case may be.
- iii. Any attempt to defame the Company and/or any of its Employees shall, in addition to clause (ii) above, be dealt with strictly and such Employee would be terminated as soon as the factum of such defamation is discovered by the Company and/or by any of its Employees and is proved beyond reasonable doubt in the opinion of the management after giving an opportunity to be heard by the concerned Employee. Necessary legal proceedings against such an Employee shall be commenced alongside the termination.

### 14. Fraud, Theft, Bribes & Gifts

#### 14.1 Definitions:-

##### a) *Fraud (Section 447 of Companies Act, 2013)*

- i. **Fraud** in relation to affairs of a company or anybody corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue advantage from, or to injure the interests of, the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss;
- ii. **Wrongful gain** means the gain by unlawful means of property to which the person gaining is not legally entitled;
- iii. **Wrongful loss** means the loss by unlawful means of property to which the person losing is legally entitled.

**b) Theft (Section 378 of IPC):-**

Any person intending to take dishonestly any moveable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.

**c) Bribes**

- i. Bribery refers to the act of offering, giving, promising, asking, agreeing, receiving, accepting, or soliciting something of value or of an advantage so to induce or influence an action or decision by or on behalf of an employee or his relative or by any entity/institution either controlled by or over which such as employee or his relatives has a significant influence.
- ii. A bribe refers to any inducement, reward, or object/item of value offered to another individual in order to gain commercial, contractual, regulatory, or personal advantage.

**d) Gifts:-**

Gifts includes Movable Property including but not limited to cash or cash equivalent, shares and securities, jewelry, archaeological collections, drawings, paintings, sculptures, any work of art, bullion. Gifts also includes immovable Property including but not limited to land, buildings, land and buildings and any other property to be defined from time to time.

**14.2** The Anti-Fraud, anti-bribery, anti-corruption and anti-gift policy mentioned herein and published elsewhere from time to time, has to be strictly adhered to and the company shall follow strictly a zero tolerance policy with respect to these matters.

**14.3 Consequences of Fraud, Bribery, Theft and Gifts:**

**a) Fraud**

Any person who is found to be guilty of fraud, shall be punishable with imprisonment for a term which shall not be less than six months but which may extend to ten years and shall also be liable to fine which shall not be less than the amount involved in the fraud, but which may extend to three times the amount involved in the fraud:

Provided that where the fraud in question involves public interest, the term of imprisonment shall not be less than three years.

**b) Theft**

Whoever commits theft shall be punished with imprisonment of either description for a term which may extend to three years, or with fine, or with both.

**c) Bribery**

- i. Bribery is not limited to the act of offering a bribe. If an individual is on the receiving end of a bribe and they accept it, they are also breaking the law.
- ii. Bribery is illegal. Employees must not engage in any form of bribery, whether it be directly, passively (as described above), or through a third party (such as an agent or distributor). They must not bribe any public official anywhere in the world. They must not accept bribes in any degree and if they are uncertain about whether something is a bribe or a gift or act of hospitality, they must seek further advice from the company's compliance manager/HRTeam.
- iii. Necessary Legal action shall be taken both under Indian Penal Court and civil laws as is deemed fit.

**d) Gifts:-**

- a. The company accepts normal and appropriate gestures of hospitality and goodwill (whether given to/received from third parties) so long as the giving or receiving of gifts meets the following requirements:
  - i. It is not made with the intention of influencing the party to whom it is being given, to obtain or reward the retention of a business or a business advantage, or as an explicit or implicit exchange for favors or benefits.
  - ii. It is not made with the suggestion that a return favor is expected.
  - iii. It is in compliance with local law.
  - iv. It is given in the name of the company, not in an individual's name.
  - v. It does not include cash or a cash equivalent (e.g. a voucher or gift certificate).
  - vi. It is appropriate for the circumstances (e.g. giving small gifts around Christmas or as a small thank you to a company for helping with a large project upon completion).
  - vi. It is of an appropriate type and value and given at an appropriate time, taking into account the reason for the gift.
  - vii. It is given/received openly, not secretly.

- ix. It is not selectively given to a key, influential person, clearly with the intention of directly influencing them.
- x. It is not above a certain excessive value, as per the Company's policy from time to time in this regard.
- xi. It is not offer to, or accepted from, a government official or representative or politician or political party, without the prior approval of the company's compliance manager.
- b. Where it is inappropriate to decline the offer of a gift (i.e. when meeting with an individual who may take offence), the gift may be accepted so long as it is declared to the compliance manager/Team HCM, who will assess the circumstances.
- c. The Company recognizes that the practice of giving and receiving business gifts varies between countries, regions, cultures, and religions, so definitions of what is acceptable and not acceptable will inevitably differ for each.
- d. As good practice, gifts given and received should always be disclosed to the compliance / HCM manager. Gifts from suppliers should always be disclosed.
- e. The intention behind a gift being given/received should always be considered. If there is any uncertainty, the advice of the compliance manager should be sought.
- f. Facilitation Payments and Kickbacks
  - i. The company does not accept and will not make any form of facilitation payments of any nature. We recognise that facilitation payments are a form of bribery that involves expediting or facilitating the performance of a public official for a routine governmental action. We recognise that they tend to be made by low level officials with the intention of securing or speeding up the performance of a certain duty or action.
  - ii. The company does not allow kickbacks to be made or accepted. We recognize that kickbacks are typically made in exchange for a business favor or advantage.
  - iii. The company recognizes that, despite our strict policy on facilitation payments and kickbacks, employees may face a situation where avoiding a facilitation payment or kickback may put their/their family's personal security at risk. Under these circumstances, the following steps must be taken:

1. Keep any amount to the minimum.
2. Ask for a receipt, detailing the amount and reason for the payment.
3. Create a record concerning the payment.
4. Report this incident to your line manager.

**g. Political Contributions**

The company will not make donations, whether in cash, kind, or by any other means, to support any political parties or candidates. We recognize this may be perceived as an attempt to gain an improper business advantage.

**h. Charitable Contributions**

- i. The company accepts (and indeed encourages) the act of donating to charities – whether through services, knowledge, time, or direct financial contributions (cash or otherwise) and agrees to disclose all charitable contributions it makes.
- ii. Employees must be careful to ensure that charitable contributions are not used to facilitate and conceal acts of bribery.
- iii. We will ensure that all charitable donations made are legal and ethical under local laws and practices, and that donations are not offered/made without the approval of the compliance manager.

**14.4** (i) The Company can take any action that it deems fit including civil/criminal recourse.

(ii) The company shall initiate disciplinary proceedings to be headed by a committee comprising \_\_\_\_\_.

(iii) After giving show cause notice and an opportunity to be heard, the accused can be terminated from their services apart from taking criminal action under IPC.

**14.5. Criminal Action to be taken under Indian Penal Court**

**i. Criminal breach of trust.( Section 405 of IPC)**

Whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract,

express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits “criminal breach of trust”.

**ii. Criminal breach of trust by clerk or servant (Section 408 of Indian Penal Code)**

Whoever, being a clerk or servant or employed as a clerk or servant, and being in any manner entrusted in such capacity with property, or with any dominion over property, commits criminal breach of trust in respect of that property, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine.

**iii. Cheating (Section 415 of Indian Penal Code) :-**

Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to “cheat”.

**iv. Cheating and dishonestly inducing delivery of property (Section 420 of Indian Penal Code)**

Whoever cheats and thereby dishonestly induces the person deceived to deliver any property to any person, or to make, alter or destroy the whole or any part of a valuable security, or anything which is signed or sealed, and which is capable of being converted into a valuable security, shall be punished with imprisonment of either description for a term which may extend to seven years, and shall also be liable to fine.

- v.** The management may also initiate any other legal (criminal) action in this regard, as they deem fit.

## **15. INTELLECTUAL PROPERTY**

- i. The Employee agrees that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trademarks, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by the Employee during or as a consequence of the Employee’s employment whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which the Employee conceives, discovers or creates during or in consequence of employment hereunder (“Work Product”) shall belong



exclusively to the Company. The Employee hereby conveys ownership in such rights, title and interest to Company and its affiliates upon inception or development.

- ii. All Work Products shall constitute of work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, the Employee hereby irrevocably assigns all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to the Company and its affiliates. The Employee retains no rights to use the Work Product and agrees not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of the Employee's employment hereunder. If the Employee has any rights to the Work Product that cannot be assigned to the Company or its affiliates, the Employee hereby unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against the Company and its affiliates and its' employees, contractors or clients with respect to such rights and grant to the Company and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of the Employee's employment or these Terms of Employment, the Employee shall deliver to the Company all the Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.
- iii. The Employee agrees to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that the Company is unable for any reason, after reasonable effort, to secure the Employee's signature on any document needed to perfect the title of Company and its affiliates, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agent and attorney in fact to act for and on the Employee's behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.
- iv. The Employee agrees that the Employee will not violate or attempt to violate the intellectual property rights, interests or title of any third party. The Employee's obligations under this Section shall remain in effect and survive any termination or expiration of his/her employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by the Employee.

## **16. DATA PRIVACY POLICY**

- i. The Company may, in connection with the Employee's employment, receive personal data relating to the Employee or third parties associated with the Employee (such as that of the Employee's parents, spouse or children). Such data may be received from

the Employee, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. The Company may process such data for the relevant and limited purposes specified in the Company's data privacy policy ("Privacy Policy"), a copy of which is available on request. Further, the Company may for these purposes transfer such data to any country in which the Company's worldwide organization does business. By signing these Terms of Employment, the Employee consents to the terms and conditions of the Privacy Policy, as may be modified by the Company at any time, and in its sole discretion, upon notice to, and the Employee expressly consents to the following:

- a. the processing of the Employee's personal data in accordance with the Privacy Policy;
- b. the collection and processing of sensitive personal data about the Employee to the limited extent and for the purposes described in the Privacy Policy;
- c. the transfer worldwide of personal data held about the Employee by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of the Employee's personal images and voices in marketing material, videos, etc.; and
- d. treating any personal data to which the Employee has access in the course of his/her employment strictly in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to the Employee. The reference to information "about the Employee" or similar references, includes references to information about third parties, such as parents, spouse and children (if any), which are provided by the Employee or on the Employee's behalf.

## **17. NON-COMPETE AND NON-SOLICITATION CLAUSE**

- i. During the term of The Employee's employment or these Terms of Employment, the Employee will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage himself/herself in any activity or business which could result in direct or indirect competition with the business of the Company.
- ii. The Employee is not entitled to join any of the Company's clients- including direct competitors up to a minimum period of 18 months after the termination of employment from the Company, irrespective of the mode of termination- including by way of resignation.
- iii. In conjunction to clause Section 12(iv) of this agreement, during this Agreement and for a period of 18 months following the termination of this Agreement, the Employee shall not (a) induce or attempt to induce any employee of the Company to terminate, or in any way interfere with, the relationship between the Company and any employee thereof, or (b) hire directly or through another entity any person who was an employee of the Company at any time during the term of this Agreement.

## **18. WARRANTIES**

- i. The Employee warrants that his/her employment will not violate or otherwise conflict with any

agreement (oral or otherwise) to which the Employee is or has been a party to.

- ii. The Employee warrants that he/she has satisfactorily completed all of his/her obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with him/her and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company.
- iii. The Employee warrants that the Employee has not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.
- iv. The Employee warrants that he/she will comply with all of the Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform his/her services in a professional manner and in a manner consistent with the ethical and professional standards of the Company or otherwise as applicable to the services provided by the Company hereunder.
- v. The Employee warrants that he/she possesses all the requisite certificates, licenses, permits, and clearances to be able to lawfully and rightfully perform the services as required hereunder.

#### **19. INDEMNIFICATION**

The Employee agrees to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment or any professional and/or willful negligence on your part.

#### **20. SUPERANNUATION (RETIREMENT):**

The Employee shall be retired from service on attaining superannuating age of 65 years or any age that is announced as per policy from time to time or earlier in case you are found physically/mentally unfit to work any longer or for continued ill health as certified by the medical officer/medical practitioner nominated by the Company.

## **21. EMPLOYMENT OF RELATIVE/REFERRAL POLICY –**

- i. Declaration of relation will have to be clarified at the time of referring a candidate by the employee as it would be relevant when a relative of a job seeker is working in the organization. It is mandatory and obligatory and the Employee will need to officially intimate the HR in the event of a relative being offered in employment with the organization or at the time when the Employee becomes aware that a relative has been employed in the organization not later than 90 days of such relative joining the company or any of its affiliates/groups employment. Spouse/Relative in this clause shall be in accordance with **ANNEXURE D** to this contract
- ii. **Referral Policy:** In the event of vacancies that may arise from time to time, the Employee shall have the liberty to refer a relative (referrals) to the organization. Such referrals, upon qualifying for the vacancy that arises, shall be given due consideration. In the event of recruiting such referrals, the Employee shall be awarded referral points.
- iii. Attempt shall be made by the Company to recruit such referrals to a different vertical in order to avoid conflict of interest with the referring Employee.
- iv. An employee shall also be entitled to a referral policy in case referrals of persons other than relatives and which will be announced from time to time.
- v. For the purpose of 21(ii) and 21(iv), the referral policy shall apply on successful completion of referred employee's probation and a continuous period of employment of not less than 90 days from date of joining.

## **22. POLICY AGAINST SEXUAL HARASSMENT AT WORKPLACE:**

The Company has a zero tolerance policy against the perpetrators of Sexual Harassment at Work Place and at the same time as against false complaints alleging such acts of harassment. The Company has dealt with the procedure to address such grievances and provided a tangible solution in its Prevention of Sexual Harassment at the Workplace in keeping with the provisions of The Sexual Harassment of Women at Workplace (Prevention , Prohibition and Redressal) Act, 2013 and has been annexed as **ANNEXURE C**.

## **23. POLICY AGAINST SUICIDE, ATTEMPT TO COMMIT SUICIDE, ABETMENT OF SUICIDE AND THREAT OF SUICIDE.**

- i. The Company has a zero tolerance policy for any threat and/or attempt of suicide and/or for any such employee who is found to have been abetting the suicide of another Employee. Every attempt has been made to provide sound grievance redressal mechanisms to ensure the mental, emotional and physical wellbeing of all Employee and in any given situation, the Company and /or any it's Employees, in the dispensation of his/her duties prescribed by the Company modules and policies, cannot be held liable or the causative agent of an attempt to suicide or committing of suicide by an Employee.

- ii. In the event that an Employee in his/her time of suicidal distress, is found to be threatening the Company and/or it's Employees' in their professional capacities, with a threat of committing suicide, such Employee would be reported to the Police authorities immediately and dealt with as per the provisions of Section 309 of the Indian Penal code.
- iii. In addition to clause (ii) above, any such Employee found to be abetting the suicide of another Employee by the use of words, gestures, incitement or the like, shall also be liable under the provisions of 'Abetment of Suicide' i.e. Section 306 under the Indian Penal Code.

#### **24. DEATH AT WORKPLACE:**

In the unfortunate event of an untimely death of an Employee at his/her work place including during local travel time or during official tours/trips, all necessary formalities shall be expedited so as to not cause any hardship to the dependents and family members of the deceased. All Employee' benefits legally or contractually due shall be paid to the family members/ dependents at the earliest convenience in accordance with the law and policies, if any, in this regard of the Company.

#### **25. GENERAL**

- i. These Terms of Employment are personal to the Employee signing the present agreement and the Employee cannot assign, subcontract or transfer his/her obligations hereunder to any other person or entity. The Company may assign these Terms of Employment, in part or whole to any other company, firm, entity/affiliates. No delay or failure by the Company to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. The Employee shall not make any announcement concerning the Company and its affiliates and their employees, contractors or clients without the Company's prior written consent and the Employee shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

#### **26. ENFORCEABILITY**

- i. These Terms of Employment and Service Agreement will be construed in accordance with and governed by the Laws of India. These Terms of Employment, together with the offer letter (and any attachments thereto), are inclusive and the entire agreement between the parties relating to its subject matter, supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

- ii. In the event of any Dispute regarding the terms and conditions and interpretations of the above clauses, the same shall be amenable to the jurisdiction of the Courts where the transaction in origin has taken place, across the business locations of the Company in Hyderabad, Bangalore, Kochi or Registered Office at Delhi.
- iii. This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the 'Company' relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the Employee and the 'Company'.

**I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below. Further I acknowledge that information provided in Annexure B is true and correct to the best of my knowledge and information:**

Signature of Employee: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Neudesic authorized signatory:- \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness 1**

**Witness 2**

I, \_\_\_\_\_ acknowledge that while I am working for Neudesic, I am expected to take proper care of company equipment. I hereby accept the responsibility for all property issued to me throughout the course of my employment with Neudesic.

I understand that I am required to return all Company property upon request or at termination of

employment. I authorize Neudesic to deduct from my final pay check, in accordance with applicable laws, the cost of any items lost and/or not returned by me; or returned in a damaged or unacceptable condition. Neudesic may also take all action necessary to recover or protect its property

COMMENTS/NOTES:

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Date

Employee Signature

Date Neudesic

Authorized Signatory

The following annexures form an integral part of this agreement and are annexed to this agreement.

Annexure A: Offer Letter / Latest compensation Letter and Salary Breakup

Annexure B: Annual Independence Undertaking

Annexure C: Prevention of Sexual Harassment at Workplace Policy Annexure D:

Meaning of Relative

Annexure E: List of Documents to be provided at the time of joining Annexure F:

Company Property Possession Contract

## Annexure A:

Offer letter/ Latest compensation revision Letter at Neudesic

## Annexure B

### Independence Undertaking

Name of the Employee :.....  
Date of Joining :.....  
Designation as on the date of Undertaking:.....  
Department :.....  
Period of Undertaking :.....

#### 1. Definitions and Interpretation:

In this undertaking, unless repugnant to the subject or context or meaning thereof, the conveying words and expression shall have the meanings as set out below:

- A. **“Applicable Laws”** means all legislations, allied rules and regulations, including amendments thereto as may be applicable from time to time in the context thereof.
- B. **“Legal Entity”** includes the company of employee’s employment and all other companies within the group, their holding company/ies, associates, and joint ventures, their respective promoters, including their assignees, successors and legal representatives thereof.
- C. **“Confidential Information”**, whether formal or informal communicated or exchanged verbally or in writing or through any other means whatsoever, includes information about the legal entity and its customers, customer prospects, and/or Vendors that is known generally known outside of the legal entity, which the employee will learn of in connection with the employment with the legal entity. Confidential information may include, without limitation: 1) the terms of this undertaking, except as necessary to inform to any third party under law; (2) the legal entity’s business policies, finances, and business plans; (3) the legal entity’s financial projections, including but not limited to, annual sales forecast and targets and targets and any computation(s) of the market share of customers and/or Customer Prospects; (4) sales information relating to the legal entity’s products and services; (5) customized software, related source codes, software database, DLL, software security, schema, table, store procedure and function, marketing tools, and/or will create, (6) the identity of the Legal entity’s Customers, Customer Prospects, and/or vendors (including names, addresses, and telephone numbers of Customers, Customer Prospects, and/or Vendors); (7) any list(s) of the Legal entity’s Customers, Customer Prospects, and/or Vendors; (8) the account terms and pricing of sales contracts between the Legal entity and its Customers and/or Vendors; (9) the names and addresses of the Legal entity’s employees and other business contracts of the Legal entity; (10) the techniques, methods, and strategies by which Legal entity develops, manufacture markets, distributes, and /or sales any of the products or services from time to time; (11) all information and details relating proprietary rights of the Legal entity and (12) similar such



information, the misuse of disclosure of which to any third party is or likely to be prejudicial to the interest of the Legal entity .

- D. **“Document”** includes, without limitation, the entity’s price lists, brochures, manuals, project write ups, power point presentations, electronic mails, costing sheets, timesheets, man hour costs, time costs, legal records, project designs , and agendas and document of similar nature.
- E. **“Employee”** means the Name of the Employee as specified above.
- F. **“Period”** means the period of undertaking as specified above.
  
- G. **“ Proprietary Rights”** means any and all inventions, discoveries, developments, methods, processes, compositions, works, concepts, and ideas (whether or not patentable or copyrightable) conceived, made developed, created, or reduced to practice by the employee (whether at the request of the Legal entity or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the employment, which maybe directly or indirectly useful in, the business of the Legal entity or any business contemplated by the Legal entity during the period and/or in future (including all intimations in this regard on e- mail or otherwise or through discussions from time to time from/with the authorized representatives of the legal entity or any assignees thereof.)

## **2. Intellectual Property Rights:**

- A. All proprietary rights pertaining the scope of my appointment letter and duties assigned therein are and shall at all times belong to the Legal entity and/or its assignees or representatives as may be authorized in this behalf.
- B. I have not used during the period and shall not use at any point of time in future any such material passed on to me or emanating as a result of my efforts under the scope of my appointment letter and or while discharging my duties or stake claim for any purpose other than for and on behalf of the authorized representative of the Legal entity under the scope of my appointment or otherwise as mutually agreed with the Legal entity during the tenure of my appointment/employment within the Legal entity.
- C. I have not used or mentioned or shared and shall not in any point of time in future

with other person any material, output or efforts by me, related directly or indirectly, to the scope of my appointment, in any manner whatsoever, during the period, unless otherwise authorized in this behalf by the legal entity.

**3. Documents/files/soft copies:**

- A. I have not retained or made copies of any documents/files/soft copies/backups etc of any client work or training material or research material and/or any other material etc generated, created during the course of my duties during the period, outside the office in any mails/computers/laptops/hard discs or printouts whatsoever, either in my or someone else's possession.
- B. I have not shared or communicated, in any manner whatsoever the password of my official e-mail ID with any other person, whether or not an employee, past or present, of the Legal entity.

**4. Confidentiality**

- A. I have not and shall not, misappropriate, share, divulge, disclose, or transfer any confidential information and/or documents that I have gathered, received or recorded or have been privy to or that which has come to my attention or knowledge while discharging my duties in the Legal entity, either during the period or thereafter, to anyone other than as required and authorized by the Legal entity while discharging such duties.
- B. All confidential information and/or documents pertaining the scope of my appointment and duties assigned therein are and shall at all times belong to the legal entity.

**5. Independence and Conflict of Interest:**

- A. I have been completely professionally ethical, independent, and faithful in all my dealings during the period, as are reasonable and necessary to protect the Legal entity's legitimate business interests, proprietary rights, confidential information and documents.
- B. I have neither had nor shall consciously get into any conflict of interest situation w.r.t. the Legal entity, which has or is likely to prejudicially affect its goodwill, reputation and interests in any manner.
- C. I have not and will not engage in any other employment (full or part time) or

business activity while employed by the Legal entity that might interfere with my full-time performance of duties for the Legal entity or case conflict of interest.

- D. I have and shall always adhere with Legal entity's policies and procedures as may be applicable and amended from time to time.

## 6. Software Protection and Security

- A. I have not during the period, and shall not in future, without the authorization and approval of the concerned Chief Executive Officer and/or Head of Department of the Legal entity, and unless the same are legally and lawfully licensed by the concerned third party/ies, download and/or install any software on Legal entity's computer system and/or hardware necessary for the execution of the work assigned to me within the scope of my employment.
- B. I have not, during the period, will fully accessed, used, downloaded, installed, as the case maybe, any pornographic, defamatory, libelous, illegal or unlawful software, content, matter whether online or offline, on the Legal entity's systems/s and/or hardware/s, which is or is likely to disrupt, disable or otherwise harm the operations, software, hardware, equipment and/or systems of a legal entity including without limitation exposing the same to any virus, Trojan horse, or other harmful, disruptive or unauthorized component.

## 7. Other Items

- A. I am not actively looking out for other job prospects or I am not actively attending interviews with other companies or firms whether in competition or not with Group.
- B. List of any exceptions on any matter ever

S. No.	Exceptions	Clause

### Independence Undertaking

I....., son/ daughter of ....., resident of ..... hereby affirm and declare the following in pursuance to the aforesaid covenants:

- A. I confirm that all the above covenants in Clauses 2 to 6, including the sub - clauses stated hereinabove are true and correct.
- B. I shall be liable to infringements of any kind to any of the covenants given in Clauses 2 to 6, including sub-clauses, that I may have committed during the period        or thereafter        under        the Copyright Act 1957, the Trade Marks Act 1999, the Patent Act 1970 and all other applicable laws in India, including without limitation, indemnifying the legal entity for any loss or damages, monetary or otherwise, liquidated or unliquidated, incurred, directly or indirectly, on account of such infringement occurring, including without limitation, due to my negligence, default, misfeasance, breach of duty and/ or breach of trust.
- C. In case any or all of my undertakings given in respect Clauses 2 to 6 above was/is suspected/turns out to be false/incorrect/inaccurate at any time in the past/ the future after the date of this undertaking, or if the Legal entity or any representatives of the Legal entity suspect, observe or are informed of such violation, I shall be liable to any legal action taken, proceedings, prosecutions initiated as may be deemed fit by the Legal entity, or any of its authorized representative appointed in this behalf and penalties imposed under the Indian Penal Code 1860, the Criminal Procedure Code 1973, the Code of Civil Procedure 1908 and all other laws, including penal laws, for the time being in force in India and as may be applicable from time to time.
- D. With specific reference to covenant set forth in Clause 6 (Software Protection and Security) above, I reaffirm that I shall be completely liable for breach of such clause and the legal entity as full authority and liberty to initiate required legal action against me under the applicable laws, including penal laws, in India and I shall automatically become party to any related legal proceedings and litigations initiated by any third party against the legal entity in this regard, and indemnify the legal entity for any loss or damage, liquidated or unliquidated, arising thereof.

- E. I acknowledge and agree that the Legal entity has full authority to terminate my employment at any time for any reason arising directly or indirectly on account of violation by me of any of the covenants and undertakings set forth herein.
- F. This Undertaking represents the entire understanding between the Legal entity and me on the matters addressed herein and may be modified, changed or altered by the Legal entity in writing signed by me. The waiver by the Legal entity of a breach of any provision of this Agreement by any employee shall not be construed as a waiver of rights with respect to any subsequent breach by me.
- G. I acknowledge that I have carefully read and understood the terms of this Undertaking, including all covenants contained herein, and I represent and warrant that I have signed the same voluntarily.

Signature of the Employee: .....

Date: .....

Place: .....

## **Annexure C**

### **PREVENTION OF SEXUAL HARASSMENT AT THE WORKPLACE (POSH)**

#### **Purpose of the document**

To set forth explicitly zero tolerance at Neudesic Technologies Private Limited, India, herein after referred as Neudesic India, on any behavior that could be considered as sexual harassment at work place and to provide guidelines on the process involved.

#### **Objective**

To ensure a safe working environment to all at Neudesic India and provide a platform to raise any concern that violates or deemed to violate a safe working environment. The document also details out the process guidelines in proceeding on any case registered

#### **Coverage**

The policy is applicable to all Neudesic India employees working at various locations & facilities across India and to employees who are on third party/ vendor contract working for Neudesic India

#### **Defining Sexual Harassment at the workplace**

Sexual Harassment includes any unwelcome sexually determined acts or behavior, such as: -

- Physical contact or advances
- A demand or request for sexual favors
- Sexually colored remarks
- Showing pornography
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

**Quid pro quo and Hostile working environment** are the two broad types of sexual harassment.

'**Quid pro quo**', means seeking sexual favors or advances in exchange for work benefits. It occurs when consent to sexually explicit behavior or speech is made a condition for employment or refusal to comply with a 'request' is met with retaliatory action such as dismissal, demotion, or difficult working conditions.

'**Hostile working environment**' is a more pervasive form of sexual harassment involving work conditions or behavior that make the work environment 'hostile' for the employee. Certain sexist remarks, display of pornography or sexist/obscene graffiti, physical contact/brushing against employees are some examples of hostile work environment.

At Neudesic India, Quid pro quo or Hostile working environment includes but not restricted to the above behaviors. Any such behavior mentioned above or that could be construed as Sexual Harassment inside the office or outside the office premises can be the subject of a

complaint of Sexual Harassment at Neudesic India that calls for investigation and appropriate actions.

**Committee for Prevention of Sexual Harassment at the workplace at Neudesic India.**

The “Internal Complaints Committee” formed for the prevention, prohibition and redressal of sexual harassment will have the following members:

**Internal Complaints Committee Members for Prevention of Sexual Harassment**

Name of the member	Email id
Archana Mathew	<a href="mailto:Archana.Mathew@Neudesic.com">Archana.Mathew@Neudesic.com</a>
Lakshmi Nanjundappa	<a href="mailto:Lakshmi.Nanjundappa@Neudesic.com">Lakshmi.Nanjundappa@Neudesic.com</a>
Priya Ignatius	<a href="mailto:Priya.Ignatius@Neudesic.com">Priya.Ignatius@Neudesic.com</a>
Jin Mathew	<a href="mailto:Jin.Mathew@Neudesic.com">Jin.Mathew@Neudesic.com</a>
Suman Choppala	<a href="mailto:Suman.Choppala@Neudesic.com">Suman.Choppala@Neudesic.com</a>
Basant Patawari	<a href="mailto:Basant.Patawari@Neudesic.com">Basant.Patawari@Neudesic.com</a>
Kalpana Tatavarti (external member)	<a href="mailto:Kalpana@parityconsulting.in">Kalpana@parityconsulting.in</a>

**The Process**

- An aggrieved party can file a complaint within 3 months of the incident to any member of the Internal Committee (or even later, if substantiated by justification on the delay and approved by the Internal Committee)
- The Internal Committee may decide to form a location specific subcommittee if required, to do the preliminary round of investigation and submitting the report to the committee to take the case further
- Upon receipt of any complaint, the Internal Committee / Subcommittee will conduct a prompt, thorough and discreet enquiry and will maintain strict confidentiality about the persons involved and details obtained. The Internal Committee will ensure that the complainant faces no retaliatory behavior from anyone in the organization on account of the complaint made.
- The Subcommittee/ Internal Committee is required to complete the inquiry within a time period of 90 days or before. On completion of the inquiry, the report will be finalized and documented. Neudesic India will take action on the report within 60 days or before.
- The Internal Committee may, before initiating an inquiry and on the request of the aggrieved employee may take steps to settle the matter between the employee and the

respondent through conciliation, provided that no monetary settlement shall be made as a basis of conciliation.

- In case the complaint is proved to be malicious or false, the Internal Committee may take action against the person who has lodged the complaint.
- During the process, the Internal Committee / Subcommittee, will have the rights of
  - Summoning and enforcing the attendance of any person and examining him/her on oath
  - Requiring the discovery and production of any documents
- During the process, on the request of the aggrieved employee, the Internal Committee can recommend to :
  - Transfer the aggrieved employee or the respondent to any other workplace
  - Grant leave to the aggrieved employee up to a period of three months apart from the normal entitled leaves
  - Grant any other relief to the aggrieved employee as may be prescribed.

If the employee against whom the complaint was made is found guilty, appropriate disciplinary actions including but not restricted to warning, termination of employment, legal proceedings, any other proceedings deemed fit by the organization will be made depending on the severity of the case.



## **Annexure D:**

### **Meaning of Relative**

Relative“, with reference to any person, means anyone who is related to another, if—

- (i) They are members of a Hindu Undivided Family;
- (ii) They are husband and wife; or
- (iii) Brother
- (iv) Sister
- (v) Father
- (vi) Mother
- (vii) Children of that person’s spouse or domestic partner; and
- (viii) Dependents of that person or that person’s spouse or domestic partner
- (ix) Mother in law.
- (x) Father in law.

## Annexure E.

### List of Documents to be provided at the time of joining

Sl. No	Items
1	3 photographs
2	Educational certificates
3	Offer Letters(all organizations)
4	Hike letter(if any)
5	Last 3 month's pay slip (last organization)
6	Relieving Letter
7	Experience Letter
8	ID Proof
9	Standard Input Form/KYE
10	Neudesic Employment Agreement Contract
11	Neudesic offer letter

**Annexure F.**  
**Company Property Possession Contract**

I, \_\_\_\_\_ acknowledge that while I am working for Neudesic, I am expected to take proper care of company equipment. I hereby accept the responsibility for all property issued to me throughout the course of my employment with Neudesic.

Equipment List	New/Used	Price of Item	Employee Initials	Returned

Date

Employee Signature

Date Neudesic Technologies

Authorized Signatory

COMMENTS/NOTES:

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