

AEPL/HR/APT/20240725/1000027034

Private & Confidential

Date **July 11, 2024**

To,

Thanga Srivalli

Emp Code: **AE24070031**

APPOINTMENT LETTER

Dear **Thanga**,

With reference to your offer letter dated **June 26, 2024** we are delighted to invite you to join our Ascendion family. We believe that you have the potential and ability to achieve recognition as an outstanding performer, we are pleased to offer you a position in our organization as **Associate Engineer** effective from **July 11, 2024**, subject to the following terms and conditions.

1. Salary and Benefits:

You will be entitled to a gross remuneration package which will be up to Rs. **400,000** Per Annum (monthly salary Rs. **33,333**). Details are mentioned in Annexure A.

The details pertaining to your remuneration are confidential and may strictly be treated as such, divulging which, may lead to termination of employment. The Company reserves its right to change the different components/allowances/structure of the total emoluments package at its discretion at any time in the future. Annual increments will not be automatic but will be based on performance.

2. Workplace:

You are initially appointed to work in **Bangalore** office. However, you are liable to be transferred as per below:

- a) The company may in its business interest transfer you to any of its offices in India or overseas or to any subsidiary or associate company, whether now existing or still to be formed, on such terms and conditions as are applicable to such transfer and as per the company's policies.
- b) Although the company will endeavor to ensure that such transfers do not cause any disruption to your status, however the company does not guarantee the continuation of any facility or perquisite in new situation.
- c) In the event that you are deputed to perform work on / at client sites, you hereby agree and undertake as follows:
 - i. That you shall follow and be governed by the rules and regulations applicable.
 - ii. That you shall honor and abide by the requirements under the work permits / approvals / consents and all related rules pertaining to your deputation, including amongst other requirements under the applicable VISA / Travel Program.
 - iii. That you shall indemnify and hold harmless, the company, from all liabilities arising out of any act /

omission attributable to your negligence or otherwise, whether arising in the course of employment or otherwise.

3. Duties:

- a) Working hours, The Standard work week is Monday to Friday. You will be given day off(s) in a week as per the policy of the company. However, the actual day off(s) may vary from week to week in view of the nature of business of the company.
- b) During the course of your employment, you shall not either directly or indirectly, engage in, or be interested in, any service or business or profession other than that of the Company. Breach of this condition will entitle the Company to terminate your employment.

4. Service Conditions:

- a) You will carry out your duties with diligence and loyalty at all times, keeping the organization's interest paramount.
- b) During the employment you will be bound by Company's rules and regulations framed and enforced from time to time. The Company reserves the right to amend or alter these at any time at its discretion, without giving any notice thereof, and these will be deemed as rules and regulations in terms of your employment.
- c) Your employment with us is also terminable if the information given by you at the time of your application/interview is found incorrect.
- d) Your appointment and continuation of services in the Company is subject to you being found medically fit. The Company reserves its right to send you for medical examination at any time during the tenure of your service with it.
- e) Dual employment prohibited: You will devote full time and attention to the work of the company and will not, during the tenure of your service, take any employment / assignment, direct/indirect business or work, honorary or remuneratory except with the prior permission of the management, in writing, in each case. You will not seek membership of any local/public body without obtaining prior permission of the management, in writing, in each case.
- f) Conflict of Interest: You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities which are shall be in conflict with the interests of Company. The conflict-of-Interest policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of Company to terminate their employment with Company or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - ii. Any customer or vendor of Company to move his existing business with Company to a third party or to terminate his business relationship with Company.
 - iii. Any existing employee to become associated with or perform services of any type for any third party.In case of any conflict or doubt, please discuss the matter with your Business Unit Head to understand Company's position on this and resolve the conflict.

Non-Solicitation

(a) For the duration of Employee's employment with the Company, Employee agrees not to: (i) Carry originals / reproductions of any official documents, either in soft copy or hard copy or both, at the time of leaving the Company's premises, without obtaining a written permission from the management or any of its authorized officers. (ii) engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the express written consent of the Company; (iii) directly or indirectly compete with the business of the Company in any manner and in any geographical location; (iv) engage in any aspect of the business carried on by the Company except as an employee of Company. (v) Canvass, solicit, interfere with or entice away person, who shall at any time during the continuance of the Employee's employment have been in the employment and / or having business relations with the Company (b) For a period of two years immediately following the effective date of the termination of Employee's employment for any reason (including his resignation), Employee shall not, either directly or indirectly (whether as a sole proprietor, partner, venturer, stockholder, director, officer, employee, consultant, agent, or in any other capacity): (i) solicit any business from, attempt to sell goods or services to, or render any service to, any person or entity that was a customer or prospective customer of the Company at any time during the two-year period immediately preceding the effective date of Employee's termination of employment with the Company; (ii) solicit or attempt to influence any customer of the Company to alter or terminate its business relationship with the Company; (iii) solicit for employment or employ any person employed by or who has a business relationship with the Company; or (iv) attempt to influence any person from terminating his or her employment or business relationship with the Company. (c) For purposes of this Agreement, a customer of the Company shall include, but not be limited to, any person or entity to which Employee and/or the Company sold any goods, provided any service, or agreed to sell any goods or provide any service. For purposes of this Agreement, a prospective customer of the Company shall include, but not be limited to, any person or entity which Employee and/or the Company solicited for the purpose of selling any goods or services or identified as a targeted customer.

5. Training related Service agreements:

Training Period: As part of your smooth transition from campus to corporate, you will be required to undergo classroom and on-the-job-training. The duration of the classroom training will be based on the business requirement. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.

Probation & Confirmation: You will be on probation for a period of 180 Days from the date of joining. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your level. Confirmation shall take effect only upon issuance of a confirmation letter and from the date mentioned in the letter.

Service Agreement: As the Company will be incurring considerable expenditure on your training, besides paying you normal salary and benefits, you will be required to execute an agreement to serve the Company for a minimum period of 1 year from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you (and your surety) will be liable to pay to the Company liquidated damages of up to INR 100000 (Rupees One Lakh) in the manner defined in the Service Agreement, signed by you with the Company. Service agreement duration of one year refers to continuous service of 12 months from date of joining Ascendion Engineering Pvt. Ltd. (formerly known as Collabera Services Pvt. Ltd.) and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

During the tenure of your employment, the company may incur training/certification expenses on you. In

the event your separation from the organization within 12 months from the training/ certification, you will be required to reimburse the entire training costs including any travel costs related to the training. Depending on the expenses involved, you may also be required to sign a service agreement with the company for a specific period, which will be indicated to you at that time.

6. Representation:

The Employee represents and warrants that he/she is not subject to any court order, agreement, arrangement or undertaking, including but not limited to non-compete and non-solicit obligations or any other disability which may in any manner restrict the Employee either from accepting the terms and conditions detailed in this Employment Contract or from performing his/her functions and providing services under this Contract

7. Confidentiality:

- a) In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you are required to comply with Non-Disclosure Agreement signed with Company.
- b) In Your work for Ascendion, you will be expected not to use or disclose any confidential information, including trade secrets of any former employer or other person with whom you have an obligation of confidentiality, and by signing this contract, you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working for Ascendion.

8. Intellectual Property:

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Ascendion as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (Including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours) that are related to the company's business or that results from work that you perform for the company or using the company's equipment, supplies and facilities and shall comply with the policies of Company in relation to intellectual property.

The Company shall be the sole owner of any software developed by you during your employment with the Company having rights to sell, license, and control duplication, distribution and preparation of deliveries of the software. You shall not claim any income nor benefit from any such development at any point of time. You shall also sign a document to this effect if required by the Company. Any duplication of licensed software is not allowed except for backup or archival purpose. You shall ensure that the Company complies with all statutory and/ or legal requirements with regard to the area of your responsibility.

9. Termination of Employment:

Notice Period: During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / employment can be terminated by the Company with 30 days' notice or basic salary thereof. On confirmation, you will be required to give 60 days' notice or basic salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the 60 days' notice period. Similarly, the Company can terminate your services by giving 60 days' notice or basic salary thereof. In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

a) Termination for Serious Misconduct:

This Agreement may be terminated by Ascendion, without notice if it has reasonable grounds to believe that the Employee is guilty of misconduct or negligence or has committed any breach of this Agreement. Termination of the Agreement under this sub-paragraph would be without prejudice to:

- i. Ascendion's right to claim the actual damages it has suffered through any breach by the Employee; and/or
- ii. Any other relief to which Ascendion may be entitled under contract, law or equity.

b) Misconduct will include without limitation:

- i. Absence from service without prior notice in writing or without sufficient reason for five days or more.
- ii. Theft, fraud, intoxication during work, violent dangerous or intimidatory conduct; sexual racial or other harassment of a fellow employee; convicted of any other serious criminal offence or a criminal offence which, in Ascendion's opinion, compromises the Employee's ability to perform his/ her duties; serious insubordination; bringing Ascendion into disrepute; refusal to carry out duties; failure to follow a reasonable instruction.
- iii. Any serious breach of Ascendion's rules on conduct, policies and/or procedures contained in Employee Handbook.
- iv. willful neglect, breach of any of the terms here of refusal on your part to carry out the lawful instructions of any member of the company.

10. Company Property:

On the termination of your employment, you must immediately return to the Company in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the Company or its Associated Companies and clients (including but not limited to keys, mobile phones, laptops, identity cards) which are in your possession or under your control. You will confirm in writing that this has been done, and that you have complied with your obligations under this clause at the time of your exit. Failing to do so may make you liable for legal prosecution.

11. Non-Disparagement:

Employee shall not and shall not induce others at any time during the Term of employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage or negative towards the Company or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations or Company's product/services.

For the purpose of this clause "Disparage" shall mean making negative comments or statements to the press or in public irrespective of the mode or pass any defamatory remarks about Ascendion/its clients which would adversely affect business or its reputation.

Employee agree and acknowledge that this non-disparagement provision is a material term of this Appointment letter and in case of breach, Ascendion reserves the right to take Disciplinary Action against me including Ascendion's right to Terminate the employment contract, impose liquidated damages and proceed with any other remedies as may be specified in Non-Disclosure Agreement signed by me.

12. Survival:

Clauses relating to Confidentiality, Conflict of interest, Representations, Intellectual property, Non-disparagement explicitly stated to survive the termination of this Employment contract and those which by the very nature and verbiage are intended by parties to survive shall so survive termination or expiry of this Employment contract.

13. Governing Law:

This Employment contract shall be governed by the laws of India and the Parties to the Contract irrevocably and unconditionally submit to the exclusive jurisdiction of the Vadodara courts.

14. Retirement Age:

Your retirement age shall be 60 years.

For & on behalf of Ascendion Engineering Pvt. Ltd.

SANGEETA
DIWAKAR
SHETTY

2024-07-25
Authorized Signatory

Declaration:

This is to confirm that the documents and information provided by me to the company as per Annexure B for the purpose of my services are true and accurate to the best of my knowledge and belief. I also agree that the various terms and conditions set forth in this agreement are fair, just and reasonable and shall strictly adhere to the terms specified.

Employment Acceptance:

I accept and confirm that there are no other commitments made during the hiring process other than those specified in the Employment letter.

I accept but would like to mention that the following discussions have been had during the hiring process (Please mention commitments):

Name:

Date: 2024-07-25

Signature:

Annexure A

TOTAL REMUNERATION WORKSHEET

Name: **Thanga Srivalli**

Designation: **Associate Engineer**

Location: **Bangalore**

CONSOLIDATED SALARY, ALLOWANCES, REIMBURSEMENTS AND BENEFITS

(all figures in Rs.)

	Monthly	Annual
Basic (Basic + DA)	16667	200004
House Rent Allowance (HRA)	6667	80004
Bonus	4000	48000
Leave Travel Allowance	1388	16656
Education Allowance	200	2400
Management Allowance	1611	19332
Employer Provident Fund	2000	24000
Employer Contribution to ESIC	0	0
Gratuity (Accrual only) *	800	9600
Cost to Company (CTC)	33333	400000

I Hereby Accept the Terms of Appointment:

Name:

Date: 2024-07-25 {SignTime}

Signature: