

Letter of Employment

Strictly Confidential

November 29, 2021

Dear Subodh Kumar,

Congratulations! Further to your application for employment with ATMECS, and the subsequent selection process, we are pleased to extend an offer as "**Software Engineer**".

The work location will be in Hyderabad, India, and you have joined us on "**December 20, 2021**".

You are offered annual CTC of **Rs. 900,000/- (Rupees Nine Lakh Only)**. A detailed salary structure, allowances and benefits are mentioned in the Annexure I. You are also eligible for medical insurance, Provident Fund and Gratuity. Enclosed are the detailed terms and conditions of the employment with ATMECS.

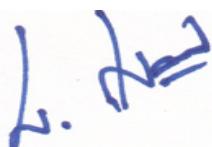
Your employment will be governed by the rules, regulations and policies of the ATMECS.

The terms of this offer letter shall remain confidential and are not to be disclosed.

Welcome to ATMECS Technologies. We wish you a rewarding and fulfilling career and look forward to your joining.

Yours Sincerely,

For ATMECS Technologies Private Limited,



NARESH NUTHULAPATI
Director - Talent Acquisition



SANJAY KUMAR SINGH
Senior Vice President – Engineering

Regd Office
ATMECS Technologies Pvt.Ltd.,
First Floor, Wing-B, NorthGate Office Park,
C/o Modern Asset Special Economic Zone,
Phase-1, Survey No:2/1,2/2,
Venkatla Village, Yelahanka Hobli,
Bengaluru - 560 064 Tel: 91 80 68232400

Corp Office
ATMECS Technologies Pvt.Ltd.,
2nd and 3rd Floor, 99LH,
Lanco Hills Technology park(P) Ltd.,
Manikonda, Hyderabad - 500 089
Tel : 91 40 67681210
CIN: U72900KA2013PTC071215

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Place of Work:

You will be based at Hyderabad, India and are required to work in any of our establishments within the Republic of India as may be directed by the management from time to time and are liable to be transferred to any department, office or establishment forming part of our organization or our associates. You may be required to travel to various Indian as well as overseas centres for the work assigned based on the business need.

2. Timings:

Standard working hours will be from 9:30 a.m. to 6:30 p.m. IST. Shift timings if applicable, will be intimated to you by the concerned Manager. General working days are 5 days a week starting from Monday to Friday. If you are in a client-facing team, your holidays will be according to the work plan, which will be informed to you by the concerned Manager.

3. Hours of Work and Paid Holidays:

You will abide by the working hours, weekly offs and paid holidays of ATMECS, office or establishment where you are posted from time to time.

4. Leave:

ATMECS follows calendar year for Leaves. Employee's are entitled for 2 days of privilege leave. The 2 days leave will be credited to respective leave balance at the beginning of each month, and **upto a maximum of 24 working days per annum**. An employee may avail the privilege leave in a planned manner in consultation with his/her Manager. Excess leave in addition to the accrued leave taken by an employee during the month will be treated as Leave without Pay (Loss Of Pay), and the number of LOP in a month will be adjusted along with the monthly salary of that particular month itself.

5. Provident Fund and Gratuity:

You will be eligible for benefits towards Provident fund and Gratuity as prescribed under the provisions of the relevant applicable Acts.

6. Insurance Plan:

- **Employee Group Health Insurance :** You, your spouse and upto 2 children will be eligible for ATMECS Group Medical plan with a coverage of INR 500,000.
- **Life Insurance :** You will be eligible for the ATMECS Life insurance plan with a coverage of INR 25,00,000.
- **Personal Accident Insurance – Life and Disability:** You will be eligible for the ATMECS Personal Accident Plan with a coverage of INR 25,00,000.
- **Parental Group Health Insurance :** You may choose to include your parents to Group Health Insurance at an additional cost.

These benefits are covered from your start date with the Company and are provided at the discretion of the Company which may be subject to alteration from time to time. Complete details can be obtained from the Human Resources department on the date of joining the company.

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7. Confidential Information:

It will be your responsibility to ensure that any information pertaining to the ATMECS operations shall remain confidential and should be safeguarded by you. It will be your sole responsibility to ensure that any information, data or any source code of software which is confidential and proprietary in nature will not be provided or disclosed to any third party.

8. Relocation Assistance & Accommodation

You will be entitled for a Relocation Reimbursement Assistance up to a maximum of INR 20,000 along with the travel fare equivalent to 2-Tier A/C train, in the event of your relocation from a different city with family. Otherwise, maximum eligibility will be INR 12,000 along with the travel fare equivalent to 2-Tier A/C train for an employee.

The original invoices, in either case, along with the Travel and Relocation Reimbursement Claim form, will have to be submitted to the HR within the first 30 days of your employment with ATMECS. Accommodation facility will be provided initially on relocation up to a maximum of two (02) weeks from the date of arrival based on your requirement.

In the event of separation with the Company within 18 months of joining, the employee agrees that the amount will be recovered by the Company to recuperate the amount if paid to you in the form of Travel/ Relocation Reimbursement, Accommodation or any other expenses incurred which is not part of the annual compensation structure.

9. International Business travel:

Based on the business need the employee shall require to travel onsite and the expenses towards the initiation of Visa process and travel will be incurred by the Organization. In the event of business travel the employee shall adhere to the terms and conditions of the ATMECS International travel policy.

10. Background Checks:

ATMECS, at its discretion will conduct background checks prior to or after your date of joining, to validate your identity, address, education, work experience and any police or criminal complaints or any other litigation filed against you, by any third party and pending in any court of law. You will explicitly agree and consent to the company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II.

When a background check raises any concerns regarding any of the details furnished by you and the company feels the need to further validate such facts, the Company may by its sole discretion, request you for further information, to substantiate the details that you have earlier provided to the Company, in advance, before initiating appropriate action. ATMECS reserves the right to terminate without notice, the letter of employment, at any point during the course of employment, if the background verification report is found incongruent with the information and credentials provided by you. In such an eventuality, ATMECS shall require you to refund the monetary benefit paid, including re-imbursements, as applicable.

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11. Inventions:

If you alone or jointly with any other employee or employees, acquire or devise any patents, trademarks, inventions, discover process improvement or compile any data relating to any project, process, technique or method of any domain or technology, the same shall be deemed to have arisen out of and in the course of your employment and the same shall become the sole property of the Company. If so required by the Company, you will sign and execute all documents and papers to ensure the Company's ownership for all such patents, inventions, trade and data.

12. Mobility

During your employment with the Company, the Company may at any time, at its sole discretion, transfer or depute you to any other departments of the Company or to any division, customer / client of the Company in India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or client site in addition to the terms and conditions mentioned herein.

13. Separation from employment:

On separation from the Company at your discretion, you will have to provide three (03) months' notice to ATMECS. The Company will have the sole discretion to relieve you only on completion of the present project/ at the end of the notice period. Your employment may be terminated by the Company without notice or payment in lieu thereof, if you commit any serious or persistent breach or non-observance of the terms, or are guilty of any serious negligence or gross misconduct in connection with or affecting the business or affairs of the Company so serious in nature that the terminating party could not reasonably be expected to continue the Agreement for any period of time. The Terms and conditions are applicable as per ATMECS Separation Policy.

14. Non-compete agreement:

On separation from ATMECS, you will not approach / work with any of the ATMECS clients/ partners/competitors, either as an individual or as part of another organization directly/ indirectly for a period of one(01) year from date of relieving without written consent from ATMECS. In case of violation, ATMECS will have the option to pursue legal recourse.

15. Penalty:

Employee has to serve the notice period mandated by the Company in the above mentioned clause. If he or she is leaving the employment without completing the requisite notice period, he or she has to pay the penalty as decided by the Company, for incurring losses & damages, loss of goodwill and reputations suffered by the Company due to the incompleteness of projects or assignments handled by him/ her.

16. False Information:

In case of any information furnished by you either in your application for employment or during the selection process or after joining duty is found to be incorrect / false, and/or it is found that you have suppressed any material information in respect of your qualification, past experiences and/or any pending litigation against you, the Company reserves the right to terminate your services anytime without notice and/or compensation in lieu thereof.

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17. General:

- You will be responsible for the safe keeping and return in good condition of all company properties and assets (both tangible and intangible) including IT and Non-IT. Company has right to deduct the value from salary and take action as deemed proper in the event of failure to account for such property to Company satisfaction.
- You will keep us informed of any change in your residential address or marital status.
- You will abide by the standing orders and/or other staff rules and regulations applicable to you which are in force for the time being or may be framed from time to time.
- Your employment shall be subject to Company's rules and regulations in force now. The rules may be applicable to its modifications/amendments that may come into force from time to time.
- In case of any pending litigation, or any police or criminal complaint filed against you, you shall provide the details of such pending litigation and/or the details of the police/criminal complaint.
- You will have to seek Company's written permission to carry on any business or enter for a part of your time in any capacity the services of or be employed by any other firm, company or person. You will devote your whole time and attention to your duties to promote the interests of our Company.
- Any notice required to be given to you shall be deemed to have been duly and properly given and delivered to you personally or sent by post at your address in India as per the company records.
- It is also mentioned here that you will not directly join with the client or competitors either on their rolls or on contractual terms for employment during your tenure of employment with ATMECS and for 1 complete year after the separation.

18. Breach: Breach of any of the above terms and conditions will render you liable for termination of your employment without notice or compensation thereof.

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Annexure I

Name : Subodh Kumar

Designation : Software Engineer

DOJ : December 20, 2021

Please find below your Compensation Break-up:

SI No.	Description	Monthly (Rs.)	Annual (Rs.)
1	Basic Salary	22,500	270,000
2	Statutory Bonus (<i>Payable monthly</i>)	2,200	26,400
3	Provident Fund (Employer's contribution)	1,800	21,600
4	Gratuity (As per Gratuity Act)	1,080	12,960
5	Medical Insurance	500	6,000
6	Special Allowance	46,920	563,040
Total Remuneration		75,000	900,000



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