



XYENTA SOLUTIONS INDIA PVT LIMITED - EMPLOYMENT AGREEMENT

This Agreement sets out the main terms and conditions of employment between Xyenta Solutions India Pvt Limited ("Company"), and Srinivasa Rao Tummala ("Employee"). This Agreement will supersede earlier offer letters / employment agreements. The content of this Agreement may need to change over time according to the needs of the business. Although you would be fully consulted if this situation arose, Xyenta Solutions India Pvt Limited would not expect you to unreasonably withhold your consent to any changes.

PRINCIPAL STATEMENT

This Principal Statement summarises the main terms of your employment with Xyenta Solutions India Pvt Limited, and must be read in conjunction with the Terms and Conditions contained in the Agreement.

Name of Employee	Srinivasa Rao Tummala
Name of Employer	Xyenta Solutions India Pvt Limited
Main Place of Work	LVS Arcade, Plot no 71, Jubilee Enclave, Hitec City, Madhapur, Hyderabad-500081
Job Title	IT Consultant
Job Description	IT Consultant responsible for the delivery and support of Client IT solutions in accordance with the job specification set out in Annexure 1.
Date of Commencement of Employment	20/01/2020
Date of this Agreement	09/01/2020

- 1. Annual Salary:** INR 18,50,000.00/- per annum. Your salary structure will be as outlined in Annexure 2.
- 2. Probation Period:** As a part of Employment agreement a probation period of three months is applicable for all the employees as company policy. On successful completion of probation period there will be no change to the existing employment contract. Any extension to the probation period necessary will be discussed with employee. At the end of probation period where applicable a new employment agreement may be issued if deemed necessary.
- 3. Payment of Salary:** Your salary will be paid to you in 12 equal instalments, in arrears, on the 1st day of each month where possible, or the nearest working day thereafter, by electronic transfer directly into your nominated bank or building society account. The Company reserves the right to make your final salary payment by cheque on your last working day and subject to the return of any property owned by the Company. If your joining date is after the payroll cut-off date for the month of joining or Xyenta Solutions India Pvt Limited has not received all the information required for processing your pay, your first salary would be paid along with the next month's salary as arrears.
- 4. Hours of Work:** Your hours of work are 11:00 to 20:00 IST, Monday to Friday, including a one-hour break for lunch. However, due to the nature of your position with Xyenta Solutions India Pvt Limited you are expected to be flexible and to work whatever hours are reasonably required to fulfil the responsibilities of your job or meet the needs of the business.
- 5. Notice Period by Both Parties:** Employee is required to give the Company three months' notice in writing in respect to terminating employment under this Agreement. Your employment with the Company can also be terminated by the Company by giving three months' notice in writing.

- 6. Holiday Entitlement:** Your annual holiday entitlement is 4 working weeks in every full holiday year (which equates to 20 days if you work a 5-day week) in accordance with the provisions set out in sections 18 and 19 below.
- 7. Public Holidays:** In addition to the above, you are entitled to the Telangana State government recognised public holidays in every full holiday year.

TERMS AND CONDITIONS OF EMPLOYMENT

The following sections and clauses of this Agreement expand upon the points detailed in your Principal Statement and provide further information regarding your terms and conditions of employment. Xyenta Solutions India Pvt Limited values the contribution of every employee and expects all employees to promote the interests of the Company and devote the whole of their working time and attention to the business of Xyenta Solutions India Pvt Limited.

Wherever there is a text reference to 'your Manager' it means the person to whom you report within Xyenta Solutions India Pvt Limited, whatever the person's actual title. This may include a Director, your Function Head, or any individual specified by a Director of Xyenta Solutions India Pvt Limited as your Manager.

1. References & Service Checks

Xyenta Solutions India Pvt Limited may require you to provide references, one of which should be from your previous employer. Any offer of employment with Xyenta Solutions India Pvt Limited is conditional upon the references received being satisfactory. If you have already started work with Xyenta Solutions India Pvt Limited and references cannot be obtained, or they are unsatisfactory, the Company reserves the right to give you notice to terminate your employment as detailed in your Principal Statement.

2. Warranty

By entering into this Agreement, you confirm that you will not be in breach of any other contract held with a third party, including any previous employer. If you are subsequently found to be in breach of another contract, Xyenta Solutions India Pvt Limited reserves the right, to terminate this Agreement without notice and without a payment in lieu of notice.

3. Remuneration

You will be paid at the intervals detailed in your Principal Statement. You will be notified, on your monthly payslip, of your gross and net salary and the nature and amount of any deductions. The Company reserves the right to alter the method or intervals of payment and will give you a minimum of one month's notice of any change.

4. Pay Reviews

Pay reviews are held annually. Pay increases are completely at the discretion of the Company and take into consideration individual performance and the overall performance of the Company. Any pay increases, if awarded, become effective from the month the increase was granted.

5. Expenses

Xyenta Solutions India Pvt Limited will reimburse you for all expenses reasonably incurred in the course of the Company's business, on the production of receipts or other evidence justifying the expenditure. If a GST receipt is not obtained, the Company may only be able to refund the amount net of GST. Claims for reimbursement of expenses incurred in accordance with the Company's Expenses Policy should be submitted on an Expenses Form within two weeks of incurring the expense(s) in order to be paid per the Company's Expenses Policy.

6. Overpayments & Errors

Although unlikely, mistakes may occur with the calculation and payment of salaries. You should always check your payslip, and in the event of any discrepancy, raise the matter immediately. If there is an underpayment, the Company will correct this by making a payment to you. In the event of making an overpayment or an incorrect deduction of tax, you agree that a deduction/adjustment will be made to your next payment. If an overpayment is not noticed for some time, you agree that the Company will reclaim the overpayment by making deductions from your salary, possibly on a deferred payment basis that will be agreed with you.

7. Deductions from Salary

Xyenta Solutions India Pvt Limited reserves the right to make deductions from your salary for any monies owed to the Company. This may include, but shall not necessarily be limited to, a failure to attend for work in accordance with your employment contract; repayment of salary advances; relocation costs; training courses; payment in lieu of notice if gross misconduct is discovered after you leave the employment of the Company; and any negligent damage to any property or equipment owned by the Company or Clients of the Company.

The rate at which any deductions are made will normally be with your agreement. In the event of termination however, all monies will become immediately payable to the Company.

Xyenta Solutions India Pvt Limited reserves the right to make a deduction from your final payment for any sums that are due at your time of leaving.

8. Location of Work & Mobility

Your main place of work is that detailed in your Principal Statement. This will be subject to change, according to the commercial needs of the business. In the event you are moved, you would be expected to make yourself available at any new location.

9. Time Recording & Attendance

An accurate record of your attendance at work is important not only for payment purposes but also for reasons of safety and security. You are therefore required to adhere to any procedures that are introduced or are in operation for recording hours of work whether at the office or other work locations. You are also required to record the hours you have worked on timesheets against the appropriate project or work code.

10.Changes to Working Hours

It may be necessary to change your working hours, on either a temporary or permanent basis, in order to meet the commercial needs of the business. As much notice as possible will be given to you regarding any changes in working hours and you are asked to fully co-operate with regard to temporary changes. Although permanent changes to working hours would only be introduced after full consultation, you would be expected to co-operate and not to unreasonably withhold your consent to any changes.

11.Flexible Duties

You are required to undertake whatever duties may be necessary in order to fulfil the needs of the business. This may involve you providing support to other functional areas of the Company although you would only be expected to provide support in areas that were generally within your own work scope or level of ability. Flexibility is essential and your co-operation in this matter is appreciated.

12.Travel on Company Business

Due to the nature of your position with the Company, you may be required to travel to overseas locations (including but not limited to UK) to attend meetings with clients and suppliers, to attend

conferences, seminars, exhibitions and training events, and any other travel that may be required in order to meet the needs of the business and fulfil your job role responsibilities. When your travel is required by your work for Xyenta Solutions India Pvt Limited / Client, the Company / Client will bear the cost subject to the prior approval of your Manager. You are required to possess a valid passport to enable international travel if required.

13. Company or Client Premises & Facilities

You must not use the Company's or the Company's Client's premises, equipment or services for your own personal needs, without gaining the prior permission of your Manager. You must not use the Company's address, e-mail or other internet communication facilities, stationery, stamps or mailing services for personal correspondence.

14. No Smoking Policy

Xyenta Solutions India Pvt Limited operates a no-smoking policy. You are asked to observe and comply with all no-smoking policies that are in operation on the Company's premises and on Client sites. Failure to comply with a no-smoking policy will lead to disciplinary action being taken.

15. Personal Mobile Telephones

Personal mobile telephones should be switched off or to silent during working hours. You may of course respond to voice or text messages during official breaks. Your co-operation with this is appreciated.

16. Company Property

All property belonging to Xyenta Solutions India Pvt Limited / Client shall be returned at any time upon demand and, in any event, when you leave the employment of the Company. All copies, notes, extracts, records, equipment and computer software storage material relating to Xyenta Solutions India Pvt Limited / Client are the absolute property of Xyenta Solutions India Pvt Limited / Client.

17. Security of Computer Systems

The computer systems used by Xyenta Solutions India Pvt Limited / Client are essential to the Company's operations and may only be used for business purposes unless you have gained the prior permission of your Manager. Under no circumstances may unauthorised software be loaded on to Company computers. Copies of programmes or data must not be taken or removed from the Company premises without the permission of your Function Head. The computer systems should not be used to access or store any illegal, sensitive or discriminative material from the internet.

You should be aware that the Company / Client may monitor your use of the computer system, including e-mails and the internet and may restrict access to web sites that are relevant to your work or limit use of the internet during working hours. The Company's policy on use of the computer system, including e-mail and the internet, is available from the IT team.

18. Holiday Entitlement

The Xyenta Solutions India Pvt Limited holiday year runs from January to December. The holiday entitlement is 4 working weeks in each full holiday year (which equates to 20 days if you work a 5-day week). The holiday entitlement accrues proportionately each month and holiday cannot be taken in the first month of employment. Holiday entitlement for part-time employees is calculated on a pro-rata basis. Up to five days of unused holiday entitlement can be carried forward into the next holiday year with the agreement of your Manager, otherwise annual holiday entitlement is to be used within the holiday year in which it accrues. You will be paid for any holiday entitlement that is unused at the end of the holiday year (other than days carried forward) at the equivalent of your basic pay.

19.Booking Holidays

Holidays must be agreed in advance with your Manager as early as possible and recorded in the Leave Management System (LMS), notwithstanding that a minimum of 4 weeks' notice must be given for holidays of 2 weeks. Holidays must not be booked until they have been agreed and authorised by your Manager. Management will try to accommodate individual preferences for holiday dates, but the needs of the business may have to take precedence, especially during peak working periods or holidays as it is essential that adequate cover is maintained.

20.Public Holidays

In addition to your annual holiday entitlement, you are entitled to public holidays in each full holiday year.

On occasions, and dependent on the needs of your working area, you may be required to work on a bank or public holiday. If so, you will be given a compensatory day off. This day must be used within 2 months of issue and you must obtain prior approval from your manager before taking the day. Compensatory time is applied on either a half or full day basis, not in hours.

21.Sick Leave

If you are sick, you must follow the absence notification procedure in the normal way and inform your Manager immediately.

22.Absence Notification Procedure

If you cannot attend work you (or someone on your behalf) must verbally inform your Manager as soon as possible, (and within 1 hour of your normal start time) on your first day of absence. You should advise why you are absent, when you expect to be able to return to work, and what needs to be managed in your absence.

You should continue reporting your progress to the Company on each additional day of absence, within the same timeframe as detailed above unless this is covered by a medical certificate issued by your Doctor. You should report to your Xyenta Solutions India Pvt Limited Manager as soon as you return to work.

If you fall ill while at work you must inform your Xyenta Solutions India Pvt Limited Manager as soon as possible and before leaving the office.

Your Doctor may issue you with Fitness to Work Certificate ("Fit Note") indicating that you may be fit to return to work before you have made a full recovery. They may include detailed recommendations to enable you to make an earlier return to work. Your Manager will discuss these recommendations with you and the Company will consider whether they are able to be accommodated. You should be aware that reductions in working hours may affect remuneration. Any decisions regarding these recommendations are made at the absolute discretion of the Company and must be accepted as final.

23.Sickness Absence

- **Frequent Absences:** In the event of frequent absences, the Company may request that you provide confirmatory medical evidence and/or visit a Doctor. In addition, self-certification may not be adequate and Xyenta Solutions India Pvt Limited may require you to provide a Fit Note for these absences. Unacceptable levels of absence may be dealt with through the Disciplinary Procedure if this becomes necessary.
- **Long Term Absences:** If you are, or are likely to be, absent from work for 4 working weeks or more, the Company may request that you attend a medical examination by a Doctor or may



ask for your written consent to enable the Company to seek a medical report from your own Doctor. The Company reserves the right to restrict the accrual of paid holiday to the statutory minimum holiday entitlement after 4 weeks of long term absence.

24. Maternity Leave:

Xyenta Solutions India Pvt Limited is committed to encouraging family friendly policies where practicable. For details of maternity and paternity benefits, kindly refer to the Maternity Benefit (Amendment) Act 2016. Employees who discover they are pregnant should contact their Manager immediately so that they can be briefed on benefits and the Company can ensure they are not exposed to any risks to their pregnancy whilst at work. The rules and regulations relating to maternity leave and payments are complicated and need to be adhered to so that valuable benefits are not lost.

All employees who have been employed with Xyenta Solutions India Pvt Limited continuously for 80 days in the 12 months prior to the expected birth date, will be eligible for maternity leave. Notification of your intention to claim must be made in writing, accompanied by a maternity certificate which must be received by the fifteenth week before the baby is expected. You must also state the period that you wish the maternity period to cover.

25. Bereavement Leave

Up to 5 days of bereavement leave may be granted in the event of the death of an immediate family member (for example: a child, parent, partner, sister or brother). This leave may be paid or unpaid, or part-paid, at the complete discretion of the Company. You may be asked to provide third-party confirmation of bereavement if you are applying for bereavement leave.

Protecting the Interests of Xyenta Solutions India Pvt Limited

The following clauses seek to protect the business interests of Xyenta Solutions India Pvt Limited. In providing this protection, you should feel confident that Xyenta Solutions India Pvt Limited is doing its utmost to safeguard its current and future business interests, thereby demonstrating its commitment to growth, profitability and to providing all employees with a stable and secure employment future.

26. Confidentiality

During the course of your employment with Xyenta Solutions India Pvt Limited, you will have access to confidential information. Examples include, but are not limited to, information relating to existing and prospective clients, pricing, profit margins, security arrangements, sensitive Client data, and contact details for colleagues and associates.

To protect the business of Xyenta Solutions India Pvt Limited you are expressly forbidden, either during or after your employment, to disclose any confidential or Client sensitive information relating to Xyenta Solutions India Pvt Limited either verbally or in writing to any person or company, or make uses of any such information, without the prior written consent of a Director of Xyenta Solutions India Pvt Limited. This clause shall not affect the Company's common law rights. Xyenta Solutions India Pvt Limited reserves the right to seek adequate compensation and an injunction against you and any third party if this obligation is not fulfilled.

27. Conflict of Interest

During your employment with Xyenta Solutions India Pvt Limited, you shall not be concerned or interested directly or indirectly, whether solely or with others in any trade, business or occupation, which competes with the interests of Xyenta Solutions India Pvt Limited or has the potential of causing a conflict of interest, without the prior written permission of your Manager. This does not prohibit your right to hold shares, securities or debentures in any other company as a bona fide investor.

Before engaging in any other employment outside of Xyenta Solutions India Pvt Limited, you should gain written permission from your Manager. Although permission will not be unreasonably withheld, it may not be given or may be withdrawn if the 'other' employment interferes with or otherwise affects, in any way, your ability to effectively carry out your duties, or causes a conflict of interest.

If permission is given for you to engage in 'other' employment, and the total amount of hours you work (by combining all paid working hours) exceeds 48 hours per week, you will be required to complete a Working Time Consent Form, contracting yourself out of the Working Time Regulations.

Xyenta Solutions India Pvt Limited will not permit any employee, under any circumstances, to undertake private work for Clients of the Company. Anyone found to be in breach of this, will be dealt with through the Disciplinary Procedures. You are required to immediately advise your Manager if you are approached by a Client or company to enquire about private work.

28. Protection of Business During Employment & Following Termination

To protect the current and future business of Xyenta Solutions India Pvt Limited and its confidential information, you are bound, during your employment and for a period of 12 months following termination:

- Not to undertake work for, approach, solicit or entice away (or endeavour to do so) either directly or indirectly any Clients or prospective Clients of Xyenta Solutions India Pvt Limited or any associated company with whom you are actively concerned or were actively concerned during the 12 months prior to the termination of your employment, whether by yourself, or with or on behalf of any person, firm or company, or by acting through others with a view to providing goods or services to the Client or prospective Client in competition with the Company;
- Not to engage, employ, solicit or entice away (or endeavour to do so) any employee of Xyenta Solutions India Pvt Limited or any associated company who holds a management, sales, Technical or Functional Consultant position, whether by yourself or with or on behalf of any person, firm or company, or by acting through others;
- Not to take up employment or any other form of engagement with a business concern such as an agent, consultant, director, owner, partner in any capacity that would mean working directly or indirectly for the same Client(s) as with the Company (including any associated company);
- Not to be involved with the provision of goods or services to (or otherwise have any business dealings with) any Clients or prospective Clients of Xyenta Solutions India Pvt Limited or any associated company with whom you are actively concerned or were actively concerned with during the 12 months prior to the termination of your employment;
- Not to prevent or seek to prevent any person or company who is or was a supplier to Xyenta Solutions India Pvt Limited from supplying goods or services to the Company or any associated company.

Each of these undertakings is separate and distinct from each other. In the event that any of the above restrictive covenants are determined to be void and/or unenforceable, that undertaking shall stand struck out and the remainder of the Agreement shall remain in force. If you apply for, or are offered, employment or engagement with another company or firm, you will bring this clause to the attention of the third party proposing directly or indirectly to employ, appoint or engage you before entering into the contract.

29. Intellectual Property & Inventions

All intellectual property, software, systems, structures and processes and inventions, improvements, discoveries, technical ideas and designs used, developed or designed by you during the course of your employment with Xyenta Solutions India Pvt Limited in relation to the projects and applications, and all patents, designs, copyright and other artistic, commercial or intellectual property rights covering the same, are the absolute property of Xyenta Solutions India Pvt Limited or its Clients.

At the Company's expense, you will do all things necessary to ensure these remain the property of Xyenta Solutions India Pvt Limited / Clients. You irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

30. Public Appearances & Comments in the Public Domain

To protect the business of Xyenta Solutions India Pvt Limited you are expressly forbidden, either during or after your employment:

- To directly or indirectly publish, or place into the public domain (including social media sites), any opinion, fact or material on any matter connected with or relating to the business of Xyenta Solutions India Pvt Limited, or other associated company or Client of the Company without the prior written approval of a Director of the Company;
- To make any public appearances or comments to the media (including all areas of the public domain) on any matter connected with or relating to the business of Xyenta Solutions India Pvt Limited, or other associated company or Client of the Company without the prior written approval of your Manager.

Any requests for comments, opinions or public appearances should be referred to your Manager. This does not affect your right to disclose appropriate information to relevant bodies under the Public Disclosure Act.

31. Disciplinary & Grievance Procedures

The Company has written Disciplinary and Grievance procedures to ensure the consistent and fair treatment of all employees. Details of the Disciplinary (including Gross Misconduct) and Grievance Procedures, which do not form part of your contract of employment, are available from your Manager.

32. Duty to Report Misconduct

Should any matters of concern come to your attention, you must report them immediately to your Manager. Xyenta Solutions India Pvt Limited sees it as your duty to report any acts of misconduct, dishonesty, bribery, breach of Company rules or any of the rules of regulatory bodies committed, contemplated or discussed by any other employee or third party.

The Company will treat whatever you have reported with confidentiality so far as this is practicable. Should you fail to act in accordance with these provisions, Xyenta Solutions India Pvt Limited reserves the right to treat this as a disciplinary matter.

33. Raising Concerns

The Company is committed to the highest standards of integrity and accountability. Should any matters of serious concern or anything that makes you uncomfortable come to your attention about any aspect of the Company's dealings or behaviours of your work colleagues, you have a responsibility to immediately come forward and voice those concerns. You will be fully supported following any decision to raise a concern and the Company will ensure that you are protected as long as you are acting in good faith. The Company will treat whatever you have reported with confidentiality so far as this is practicable.

34. Business Ethics and Anti-Bribery

The Company has a zero tolerance of bribery and corruption. The Company Business Ethics and Anti-Bribery Policy extend to all the Company's business dealings and transactions in all countries in which it, or its subsidiaries and associates, operate. The Company prohibits all forms of bribery whether they take place directly or through third parties. A serious breach of the policy will be treated as Gross Misconduct.

35. Equal Opportunities

Xyenta Solutions India Pvt Limited is committed to a policy of equal opportunities and non-discrimination. All employees are required to comply with the Company's policy on equal opportunities. Any employee found to be in breach of the policy, including (but not limited to) discriminating, bullying or harassing another employee or any third party associated with Xyenta Solutions India Pvt Limited, or inducing or instructing another employee to breach this policy, will be subject to the Company's Disciplinary Procedure. For details, kindly get in touch with your Manager.

36. Changes in Personal Details

You are asked to notify immediately to your Manager details of any changes to your personal information that is held by the Company including:

- Your name, home address, telephone number and marital status;
- Your bank details;
- Your next of kin and/or emergency contact names;

37. Access to Personal Records

Under current legislation, all employees have the right to request to see the personal data held on their files. If you would like to view this, you should request this in writing from your Manager. Employers have to respond to requests, by law, within 40 days as the data may have to be collated from a variety of different internal sources. Xyenta Solutions India Pvt Limited confirms that the Company will respond to any requests received within this period of time.

38. Data Protection Act

Xyenta Solutions India Pvt Limited holds certain information on all employees in either a written or computerised format in accordance with the Data Protection Act 1998. This includes personal information (e.g. name, address, employment history, emergency contact details, etc.), and other information necessary for processing the payroll, taxation or legal purposes. Relevant correspondence that is either issued or received during your employment is also held on your personnel file. If you do not consent to Xyenta Solutions India Pvt Limited holding or maintaining personal information, you should confirm this in writing to your Manager.

39. Notices

From time to time, Xyenta Solutions India Pvt Limited may need to contact you and you may need to contact Xyenta Solutions India Pvt Limited with formal notices. Formal notices will be recognised as being received by you if handed to you directly, or if sent by post (with proof of postage) to the most recent address on your file. Formal notices will be recognised as being received by Xyenta Solutions India Pvt Limited if handed by you directly to your Manager, or if sent by post (with proof of postage) to the Company's registered address.

40. Planning for the Future

The Company values the contribution of every employee throughout their working life. Xyenta Solutions India Pvt Limited appreciates there are many different life events that may affect an employee's plans and their work/life decisions. When you are considering any change, the Company



would appreciate as much notice as possible from you so that the impact of any change can be effectively managed and planned for.

Xyenta Solutions India Pvt Limited reserves the right to enter into consultation with any employee regarding their ongoing employment if there are any matters which need discussion in relation to continuing satisfactory performance in a role, succession planning, or any health and safety concerns.

41. Notice Period

The notice period that either party is required to give the other, in respect to the termination of your employment under this Agreement, is detailed in your Principal Statement. Xyenta Solutions India Pvt Limited reserves the right to transfer you to alternative work for the duration of your notice period if this is considered appropriate to satisfy the needs or protect the interests of the business.

Should you not work any part of your notice period, or leave without giving notice, without the permission of Xyenta Solutions India Pvt Limited, the Company reserves the right not to pay you for the period of notice not worked. In addition, Xyenta Solutions India Pvt Limited may withhold payment of any outstanding holiday money due (in excess of the statutory holiday entitlement). You may be asked to take outstanding holiday entitlement during your notice period. You will not be entitled to receive notice of termination, or a payment in lieu, if you are dismissed for gross misconduct.

42. Payment in Lieu of Notice

If Xyenta Solutions India Pvt Limited does not require you to work during your notice period, Xyenta Solutions India Pvt Limited reserves the right to make a payment in lieu of notice. This means that you may be paid for the period of notice that would have been worked. In these circumstances your date of termination will be your last day of work with the Company, and all property belonging to the Company should be returned on this day. Any entitlement that you have to benefits including the accrual of holidays terminates on your last day of work. If gross misconduct is discovered after you leave the employment of the Company, we reserve the right to not make, or to reclaim, any payment in lieu of notices.

43. Other Agreements

This Agreement supersedes all previous agreements for service between you and Xyenta Solutions India Pvt Limited. You may be required to sign necessary agreements with the Company or any other Client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company. You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

44. Variations

These terms and conditions will be regularly reviewed and, according to the needs of the business, may be subject to change. Changes will be notified to you within 4 weeks of the change taking place.

45. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with Indian law.

Both parties to this Agreement irrevocably agree that the courts of India shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including any non-contractual disputes or claims).

Annexure 1

Job Spec for Agreement:

- Organised self-starter with excellent communication, analysis and problem-solving skills and strong interpersonal skills.
- The ability to work independently, code new functionality or patch fixes for existing developments.
- Development and support of OLAP, ETL and MSBI based applications.
- Good knowledge in Dimensional Data Modelling, Cube Development and Cube Processing using SSAS. Experience writing and debugging complex MDX calculations.
- Experience in building and maintaining ETL processes using SSIS.
- Excellent T-SQL querying skills with good understanding of query optimization and best practice coding standards.
- High attention to detail with the ability to troubleshoot technical issues and identify modifications to streamline existing processes.
- Prior experience in end to end BI implementation projects.
- Able to effectively facilitate meetings with business users.
- Knowledge of data warehouse concepts star schema, facts and dimensions.
- Able to prioritise own workload and work with minimal supervision.
- Supporting business ensuring high levels of client satisfaction during delivery.
- Experience in gathering requirements and coming up with solution approach.
- Strong in Data Warehouse concepts and design.
- Good de-bugging skills

Experience in the following areas would be advantageous:

- Exposure to SSRS
- .Net development experience
- Lloyds insurance experience

Key skills: SSIS, SQL server, SSAS

Advantages of working with us

- Salary best in the market
- Direct Client interaction and exposure
- London Financial market experience

Annexure 2:

Salary Break Up		
Employee Name: Srinivasa Rao Tummala		
Designation: IT Consultant		
Location: Hyderabad		
Particulars	Per Month	Per Annum
Basic	77,083.33	9,25,000.00
HRA	30,833.33	3,70,000.00
Benefits Plan (BP)	13,647.22	1,63,766.67
Special Allowance	26,945.07	3,23,340.83
Total Gross Salary	1,48,508.96	17,82,107.50
Employee PF	1,800.00	21,600.00
Employee ESI	0.00	0.00
Medical Insurance	625.00	7,500.00
Professional tax	200.00	2,400.00
Take Home Salary	1,45,883.96	17,50,607.50
Retirals:		
Employer PF	1,950.00	23,400.00
Employer ESI	0.00	0.00
Gratuity	3,707.71	44,492.50
Total Fixed Compensation	1,54,166.67	18,50,000.00
Other Compensation Benefits		
Retention Bonus at the end of service Year (Full amount will be paid)		
Target Cost to Company per month	1,54,166.67	18,50,000.00

Basic, Special Allowance:

These are fixed monthly components of your salary and are taxable. They do not vary every month and are fixed for a particular period.

Retirals – In order to support you financially, post your retirement age. Conditions applied as per Law

- 1) Provident fund – 12% of basic salary is contributed to the Provident Fund towards Employer Contribution. Another 12% of basic salary is contributed from the employee contribution.
- 2) Gratuity – Calculated @ 4.81% of basic salary: Gratuity is a lump sum payment made based on the total services of an employee either on retirement or death. It is calculated as so many months pay with reference to his/her service. Gratuity is payable to you as per company Employee's Group Gratuity Assurance Scheme and the payment of Gratuity Act, 1972, on cessation of your employment after at least 1.5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Rs.20,00,000/- (Rupees Twenty Lakhs Only).

Fixed Benefit Plan

HRA

HRA is given to the extent of 40% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Benefit Plan (BP)

Your BP Entitlements are:

1. Leave Travel Allowance:
New employees are eligible for LTA provided leave is taken as per the rules of the company. The maximum LTA that can be reimbursed is up to 2 months of basic per annum.
However, this exemption is subject to the following rules:

- a) The exemption is available on 2 journeys in one block of 4 years. Current block period is 2018-2021.
 - b) The amount of exemption available is the lower of the actual amount spent to reach the destination via shortest route or the amount received from the employer.
 - c) To claim exemption, the cost of reaching the destination can be taken as A/C first class (for railways) or economy class of national carrier (for air travel).
 - d) Exemption is allowed only if actual expenditure has been incurred for travelling anywhere in India
2. Additional HRA: For employees in metro cities, the HRA can be revised to 50% of basic at their option. The BP limit will be reduced by the differential allowance paid as additional HRA.
 3. Telephone Allowance: The amount paid by you towards telephone rentals is eligible to be reimbursed under BP.
 4. Mobile Allowance: The amount paid by you towards Mobile phone rentals is eligible to be reimbursed under BP. No reimbursements in respect of rentals or other charges for pre-paid connections will be eligible under this head.
 5. Education Allowance: An Amount of Rs.100 per child per month up to a maximum of 2 children is eligible to be reimbursed under WBP.
 6. Children Hostel Allowance – Rs.300/- per month per child. Maximum up to 2 children.
 7. Voluntary Provident Fund (VPF) – Apart from contributing the normal 12% of your basic pay, you may choose to contribute towards your retirements, subject to maximum of 12% Basic (In addition to mandatory contribution)

Original bills must be provided for all the above claimed entitlements. In the absence of bills, the amount paid will be treated as a taxable allowance and applicable tax will be deducted at source.

Retention Bonus

This is paid at the end of the Service year (being the one year anniversary of continuous employment). This amount is taxable. This is payable if you are on the company pay roll at the end of the Service year and, other than tax, there will be no deductions from this amount

Premium towards Group Health Insurance (GHI) up to Rs. 300,000/- per annum for self is deducted as per the Health Insurance policy. Family (which includes spouse, 2 dependent children and Parents) top up options are available and can be availed by paying the premium amount.

Professional Tax and Income Tax as applicable.

Signatures

Signed on behalf of Xyenta Solutions India Pvt Limited

Signature:

Name: Mahesh Kumar Gubbala
Position: Operations Manager
Date: 20-01-2020

Signed by Employee

I have read and understood the terms and conditions within this document and accept that these form the basis of my Employment Agreement with Xyenta Solutions India Pvt Limited.

Signature:

Name: Srinivasa Rao Tummala
Job Title: IT Consultant
Date: 20-01-2020

The contents of this Agreement, as well as providing information on standards and procedures, provide information required under the Employment Rights Act.