

November 20, 2024

Santhosh Kumar M

ACE10496

Dear **Santhosh Kumar M**,

Sub: Appointment as "**Account Vice President**"

We take great pleasure in offering you the position of "**Account Vice President**". Your title is indicative of Aspire's expectations from you and we are sure you understand the criticality of your role. We hope you will enjoy your role and make a significant contribution to the success of our customers and business.

We would like you to begin employment with us from **September 12, 2024**. Your compensation will be **INR 100,000 per annum** which will be paid in accordance with Aspire's pay schedule, subject to any legally permissible deductions. These numbers have been derived based on your skill sets, experience level and the city index. As a regular, full-time employee of Aspire, you are eligible for all the benefits extended by Aspire. However, such benefits maybe changed or removed at any time at the discretion of Aspire with due notice. You will also be eligible to participate in our health insurance plan from the date of joining. You will accrue 10 days of annual leave per year and eligible for sick leave in accordance with the company policy and State guidelines.

On your first day at Aspire, please be prepared to provide employment eligibility verification.

Your commencement of employment with us is contingent upon your acceptance of this offer also subject to the employment agreement being signed.

We look forward to welcoming you aboard, Santhosh Kumar M!

Dinesh Kumaran

Vice President - Talent Management

dinesh.kumaran@aspiresys123.com

Enclosures:

Annexure 1: Terms and conditions of Employment

US Headquarters
Chicago
1200 Harger Road
Suite 722, Oak Brook, IL - 60523, USA
Fax: +1 408 904 4591
Tel: +1 630 368 0970, 1 630 368 0973

San Jose
1735 Technology Drive
Suite 260, San Jose, CA - 95110, USA
Fax: +1 408 854 7946
Tel: +1 408 260 2076, +1 408 260 2090

Dallas
210 E John Carpenter Fwy
Suite 600, Irving, TX- 75062, USA
Fax: +1 469 249 1852
Tel: +1 972 808 7830

Annexure 1: Terms and Conditions of Employment

Your services at Aspire will be governed by the terms and conditions detailed below, as well as your Employment Agreement with Aspire and policies issued from time to time by Aspire.

1. Aspire Systems is an equal opportunity employer. We demonstrate respect and provide equal employment opportunities for all employees and applicants for positions regardless of race, color, national origin, religion, disability, gender, age, genetic information, record of offence or on any other grounds upheld by the applicable laws but which do not affect the quality and efficiency of the work to be performed by such employee. All our decisions will be based on job performance, merit, experience, and qualifications.
2. During your tenure with us, we would expect you to appropriately intimate us if you plan to indulge in any activity or profession, which would prove detrimental to our operations or which would adversely impact the quality of your services to us. All software products, systems developed by you during your period of service with the company will be the sole property of the company as more fully detailed in your Employment Agreement.
3. Any information provided by you prior to your employment with us will be subject to a background verification, on a need basis. Such verification will be carried out by an external agency with your prior consent and authorization based on the documents you furnish as required. At any point of time, during your services at Aspire, should we find this information inconsistent, your offer and employment with us may be revoked without any prior notice.
4. You may from time to time be deputed to work for any of our offices/customers within US or abroad on behalf of Aspire. In such circumstances, any advance given to you by the company need to be reconciled within one week of returning from the assignment. During the deputation, you will also be required to comply with the local laws, ordinances, regulations and codes that govern such countries. In case you fail to comply with the laws, ordinances, regulations and codes in such country, you will indemnify the company, to the extent permissible by law, against any loss or damage that may be sustained due to failure on your part.

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5. During your employment, you may become aware of information relating to the business of the Company, trade secrets, client names/details and pricing structures. Confidential information remains the sole property of Aspire Systems. You shall not, other than as restricted or required by law, either during or after your employment, in any form of communication medium including but not limited to electronic press, social networking media like facebook, internet without the prior approval or consent of the Company, directly or indirectly divulge to any person or use the confidential information for your own or another's benefit. We expect you would not under any circumstance try to start or help any other person start the activities carried on by this company without prior written consent from Aspire's legal team.
6. This is an at will employment and maybe terminated at any time by either of us. We prefer that you provide us with a four weeks' prior notice when you desire to terminate the employment relationship. Please note that we would like you to continue your services until the end of such notice period. During your employment, if your performance is not up to our expectations or are not satisfactory, or for any other reasons as per the HR Policies, we would usually prefer providing you with a four weeks' prior notice to terminate your services.
7. The rules and regulations of service of the Company that are in force may be framed, amended, altered or extended from time to time and shall be appropriately notified to the employees by the HR Team. They will govern you in the same form as and when altered or amended.
8. Medical Insurance Coverage: You will be enrolled in the general medical insurance coverage of the company. The contribution towards your medical insurance will be equally borne by you and the organization in the ratio of 46% from employee and 54% from Aspire. Dental and Vision insurance are optional and should be paid in full by the employee.
9. The Designation at Aspire is "**Account Vice President**". This designation is classified as a full-time exempt professional.
10. Performance appraisal: Your salary in the US has been established based on your current experience levels and skill sets. We usually conduct periodical reviews of the employees and have annual appraisals. You will be included in such reviews and appraisals as per your performance and eligibility which shall be after completion of minimum one year of service with us. We are not under any obligation to revise your salary every year and revisions if any shall be paid out in the next applicable appraisal cycle.
11. Green Card Process: You have to complete minimum 36 months with Aspire US in order to be eligible for Green Card (GC) and upon completion of 36 months GC process will be initiated based on the Business needs and management direction.

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