

## OFFER OF APPOINTMENT

Ref: HRD/2022/IND/Offer/0202

Date: February 16, 2022

To,

Venkateshwaran S  
Sharon Bhavan, P P M P O,  
Punalur, Vilakkudy,  
Kollam, Kerala - 691332.

Dear Venkateshwaran,

This is with reference to the discussion we had with you in regards to a career with us. We are pleased to appoint you with Orion India Systems Private Limited (the “Company”) on the terms and conditions detailed in this letter under **Annexure A** hereto.

1. **DESIGNATION AND DATE OF JOINING:**

You are appointed as **Senior Software Engineer** with the Company with effect from **May 16, 2022** (the “Effective Date”).

2. **SALARY:**

Your Salary will be as detailed under **Annexure C** to this letter (the “Salary”).

3. **DOCUMENTS:**

On the date of appointment, you are required to furnish the documents as described under **Annexure B** to this letter.

#### 4. DEDUCTIONS:

The Company shall be entitled to deduct from the Salary, the following amounts:

- Provident Fund;
- Income tax at source, at the rates applicable on your remuneration; and any other taxes or statutory dues/levies etc.;
- Employment / Professional tax; and
- All other dues from you to the Company such as, loans and advances given to you.

The Income Tax Liability with regards to your Salary and perks will be at your liability, and will be governed by the tax laws of the country where you are posted and as applicable from time to time.

#### 5. OTHER TERMS AND CONDITIONS:

You shall be bound by the terms and conditions as set out under Annexure A hereto. We take this opportunity to welcome you to the Company and wish you a long and fruitful association with us.

Yours sincerely,

**For Orion India Systems Private Limited**

**Narendra Kumar**

**Director**

I hereby accept your offer of appointment as on the terms and conditions enclosed and will report for duty on

Signature -----

**Venkateshwaran S**

## ANNEXURE A

### TERMS AND CONDITIONS OF THE APPOINTMENT

#### 1. PROBATION & CONFIRMATION:

You will be on probation for a period of **Four (4) months** from the date of joining which may be reduced or extended, if considered necessary by the Company, at its discretion or based upon your overall performance during the probationary period. On completion of **Four (4) months** of probation, unless your employment is confirmed in writing, your probation period shall be deemed to be extended.

During the probationary period, your service can be terminated with one (1) month notice or salary in lieu of such notice, on either side.

Upon successful completion of your probation, you will be advised in writing of your confirmation as a regular employee of the company.

On confirmation, your services can be terminated upon three months' notice or three (3) months' salary in lieu of such notice, strictly based on the Company's decision.

#### 2. PLACE OF WORK:

You will be initially posted in **Chennai** however, you are liable to be transferred / deputed in the same position or in an equivalent position to any country, wherever the Company has business interests. In the event your employment is transferred by the Company to a subsidiary or affiliated company, your employment with such company will, for the purpose of this offer of appointment, be considered as continued employment by the Company, unless and until you execute an agreement, substantially similar in substance to this offer of appointment, then in force in any such company for which you become employed.

### **3. NON-COMPETE:**

At the time you begin your employment and during the term of your employment by the Company, you will not, directly or indirectly engage in or become employed by or act on behalf of any other person, company or firm which is engaged in any business or activity similar to or competitive with that of, unless such employment/training has been approved by the Company in writing and signed by the appropriate authority of the Company.

### **4. INFORMATION FURNISHED REGARDING EMPLOYMENT:**

This appointment is subject to your submitting relevant documents regarding your qualifications and past experience.

### **5. TERMINATION CLAUSE:**

We are looking forward to a long and fruitful association, however in the event of unforeseen circumstances your employment with the Company can be terminated in the manner provided below:

- (a) The Company shall be entitled to terminate your services by giving three (3) months' written notice or salary in lieu of notice. In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, wilful misconduct, or a material violation of Company policies or any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.
- (b) In the event of your resignation from the Company, the resignation will be accepted, subject to your giving the Company a notice period of three (3) months and proper handing over of your assigned responsibilities to the Company. You shall, on ceasing to be the employee of the

Company for any reason, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other

property which you received or in possession or prepared in connection with your employment with the Company.

The notice period has to be served in full, unless otherwise agreed by the Company in writing. It is clarified that you do not have the option to either adjust the notice period against any leave or pay compensation in lieu of the notice and the same shall be as per the discretion of the Company.

After being relieved from the Company, either after your termination or resignation, you agree that you will not join and/or work with any of the Company's current or previous business partners and/or clients for the next two (2) years from the date of being relieved from the Company.

## **6. COMPANY'S INTELLECTUAL PROPERTY RIGHTS:**

All works such as development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company, with your involvement shall be the property of the Company. The intellectual property rights for such works shall be with the company and you will not have any claims on the same. Further you shall execute, acknowledge, make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgment of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate copyright, patent or design and other property rights in all jurisdictions with respect to any invention, claim or work including not limited to (i) copyright/patent/design applications; (ii) any other applications for securing, protecting or registering any property rights relating to such works; and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

The Company shall at all times have the right to access and monitor all data and e-mails created, sent / received or stored by you using Company facility and on Company's system, at any time, without giving you any prior notification. All such data and information shall be the property of the Company at all times.

## 7. COMPANY POLICIES:

You will be governed by the Company's policies, regulations and procedures on the office timings, leave, travel, transfers, misconduct, provident fund, bonus and ESI/medical reimbursement or/and other matters etc., presently in force or as introduced/amended from time to time. Further, during the employment period you shall perform your duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

## 8. CONFIDENTIAL INFORMATION:

You shall not, whether during your employment with the Company, or after termination of your employment, for any reason, directly or indirectly, disclose, use for yourself or use for or disclose to any person/entity any Confidential Information other than for the benefit of Company and in the course of performing your duties and responsibilities.

**"Confidential Information"** means all information or data made available to you (whether furnished orally, in writing, electronically or through any other form or medium and regardless of whether it is specifically marked or identified as confidential) or which directly or indirectly comes to your knowledge, concerning or relating to the Company, including all analyses, reports, studies, designs, technologies, customer information, ideas, methodologies, agreements and other documents whether prepared by the Company, its executives or a third party.

Without prejudice to the generality of the foregoing, you shall:

- i. keep confidential the Confidential Information and not disclose the same to any third party or use the same for your benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted by an agreement or except with the prior written consent of the Company;
- ii. protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorized use; and
- iii. not reproduce, copy or reverse engineer the Confidential Information except with the prior written consent of the Company. The provisions for the protection of the Confidential Information shall apply notwithstanding that you have in an unauthorized manner or inadvertently obtained access to or have otherwise come into possession of such Confidential Information.

The confidentiality obligations herein shall not prevent you from disclosing the Confidential Information if required by law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that you give the Company notice of such intended disclosure and an opportunity to oppose the same. In order to secure or preserve the Confidential Information, the Company shall have the right at all times to deactivate, disable, remove or prevent access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

You acknowledge that all the Confidential Information shall remain the sole and absolute property of the Company or any third party, as applicable. You shall, at the time of leaving the services of the Company, return all the Confidential Information and other Company property in your possession.

The provisions of this Clause shall survive the termination of your employment for any reason whatsoever.

#### **9. GENERAL RESPONSIBILITIES:**

You shall during the period of employment:

- a) Diligently and faithfully carry out all instructions given to you from time to time;
- b) You shall not engage in any other trade, business, service or profession directly or indirectly during the continuance of your employment with the Company;
- c) Endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall deal with the Company's money, material and documents with utmost honesty and professional ethics; and
- d) You shall guard all trade secrets that you may come to possess during the tenure of your employment with us and shall not divulge any information at any time to anyone, which may be detrimental to the interests of the company.



While in the service of the Company you are expected to endeavor your best to contribute towards the interests of the Company and maintain confidentiality related with your post. Your individual Salary is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your Salary, as strictly personal and confidential.

#### **10. GOVERNING LAWS AND JURISDICTION:**

These terms and conditions shall be governed and construed in accordance with the laws of India. Any dispute arising hereunder shall be resolved at Mumbai, Maharashtra, India.

You acknowledge that this offer letter, represents the entire agreement between you and Company and that no verbal or written agreements, promises or representations that are not specifically stated in this offer, are or will be binding upon the Company.

Kindly note that, any action of yours, contrary to any of the abovementioned clauses shall render you liable to termination with immediate effect, notwithstanding any other terms and conditions or your appointment.

**Please sign each page of this letter and return the duplicate of this letter as a token of acceptance of the terms of employment as set out herein before.**

We will be proud to have you as a member of our team to enable us to achieve our professional goals and objectives.



**ANNEXURE B**  
**DOCUMENTS REQUIRED**

**A. Immediately (Scanned)**

- UG/PG Degree certificates;
- Marks cards/transcripts;
- Experience and relieving letters from previous employers;
- Five (5) passport size photographs;
- Two (2) photocopies each of your educational certificates, experience certificates, last drawn salary slip and proof of your age;
- Please show the original of the above certificates for verification;
- A copy of your valid passport; and
- Address proof.

**B. Training will be given for the specified skill set you have been employed for.**

**C. Employment Background Verification**

The Company is committed to provide a safe and productive working environment. Therefore, as part of the hiring process you will be required to successfully complete an employment background verification prior joining. Please note that in the event of failure in background verification will result in withdrawal of your offer of employment.

Name: Venkateshwaran S  
Designation: Senior Software Engineer  
Location: Chennai

Compensation Structure	
Components	Amount (₹)
Basic	50667.00
HRA	25334.00
**Special Allowance	41536.00
Conveyance Allowance	1,600.00
Education Allowance	200.00
Medical Allowance	1,250.00
<b>Sub Total A</b>	<b>120587.00</b>
*PF Contribution (Employer)	6080.00
<b>Sub Total B</b>	<b>6080.00</b>
<b>Total (A+B)</b>	<b>126667.00</b>
Monthly CTC	126667.00
CTC (Fixed)	1520000.00
***CTC (Variable)	80000.00
<b>Total CTC (per annum)</b>	<b>1600000.00</b>

#### Income Tax Benefit Options

Food Coupons (Optional)	2,000.00
Telephone Reimbursement (Optional)	2,000.00
LTA (Optional)	(5% of CTC)
Books and Periodicals (Optional)	1,000.00
Fuel Reimbursement and Driver's Salary (Optional)	As per policy

\*The amount will be subject to applicable Statutory and Income Tax Deductions. Employee Contribution of PF will be deducted from the Gross Salary.

\*\*Special Allowance is subject to change as per your choice of flexible benefit components.

\*\*\*CTC (Variable) is to be paid out quarterly along with June, September, December, and March payroll subject to your active employment with Orion.

Yours sincerely,

For Orion India Systems Pvt. Ltd.

Narendra Kumar

Director