

11th February 2022

To
Mr. Vijay S Shettisadavarti,

Letter of Appointment

Dear Vijay S Shettisadavarti,

We are glad to invite you into Husys family and appoint you as **QA Manual Tester** to work with **K2 Ventures** (herein after referred to as CLIENT). Your appointment shall be effective from **07th March 2022**. We are sure your contribution would bring great value to both of us and our client.

As discussed, your appointment is made against the agreement of Husys with CLIENT with the reference to the Principle Agreement with CLIENT.

As per the records and information provided by the client, continuation of Appointment with Husys shall solely be based on the professional relationship of Husys Agreement, Continuity with CLIENT and/ Or project continuity. In case of unforeseen exigencies where the client project is cancelled, employment with Husys will be terminated as advised by the client.

Your annual Fixed Compensation is **INR 8,00,000 per annum (Rupees Eight Lakhs Only)** and will be paid monthly with deductions and contributions to statutory requirements as applicable.

You shall be guided by the general terms and conditions of Husys as mentioned in the **Annexure 1** of this letter and the **Service Rules, Code of Conduct, Disciplinary Rules of CLIENT** and **Personal Policies** of CLIENT as applicable from time to time. Husys based on the project guidelines provided by the client with a common interest of the organization binds us with positive mutually beneficial relations.

Your detailed salary structure is mentioned in **Annexure 2** and your deputation terms and conditions are mentioned in the **Annexure 3** of this letter which binds your Appointment at CLIENT with responsibilities. Your hire is made for the deputation of CLIENT and all the orientation/ Induction provided to you shall primarily focus in effective delivery of your responsibilities at CLIENT.

While delivering your responsibilities with our client, you would be reporting to the concerned reporting officer or their nominee assigned to you from time to time.

Please sign in the duplicate copy as token of your acceptance on the enclosed document for official records. Do mail us at naresh@husys.net for any further Assistance/Clarifications/Queries from time to time

We feel happy to have you with **Husys** and wish you a long & productive career in serving the organization and nation in turn, while achieving your career goals.

For Husys Consulting Limited.



Naresh Babu Deevi
Chief Growth Officer

Annexure 1

TERMS AND CONDITIONS OF EMPLOYMENT

1. Place of Work

Your work place would be **Bengaluru, India**. You may be deputed/ transferred to work at any one of the other branches of the Company/ and Client's affiliates, subsidiaries or at the client sites, as and when considered necessary, solely at the discretion of the Management. While on the Client Deputation you would follow the work norms as applicable to their employees of the client Organisation or as agreed norms between Company/ and Client and the Client.

2. Veracity of Information Provided

You have been engaged on the presumption that the particulars furnished in your resume or testimonials handed over by you are correct. In case the said particulars are found to be incorrect or that you have concealed or withheld some other relevant facts, your appointment with the Company/ and Client shall stand terminated/cancelled without any notice.

3. Probationary Period

The first One (1) months of your employment will be a Trial Period/probationary period. And your employment may be terminated during this period at any time on one week's notice or payment in lieu of notice.

4. Commitment to the Organization

You agree to commit at least 1 year of continuous service to the organization after successful completion of probationary period.

5. Notice Period

In the event of your resignation you will be required to give 30 days' notice or 1 months' salary/stipend in lieu of it. The Company/ and Client may terminate the services of an individual without assigning any reasons, but with a similar notice period or salary in lieu thereof, except in case of termination on the grounds of misconduct / dishonesty / theft / loss to Company/ and Client, etc. In the event of requisite period of notice not being given, either side will be liable to compensate proportionately to the extent of salary and other dues for the period of shortfall in notice period.

6. Termination of Contract/ Appointment

The Company/ and Client without notice may terminate your Appointment in the event:

- Based on client feedback and advice from time to time.
- Of your being found by the Company/ and Client guilty of serious misconduct, like but not limited to misappropriation, dereliction of duty in discharging your duties and functions, etc;
- Of malingering or persistent unpunctuality, neglect of duty or breach of any rules made by the Company/ and Client.
- Of your becoming the subject of a bankruptcy order, or
- Of your being convicted of any criminal offence, or
- Of your mental or physical incapacity to discharge your functions, or
- Of your committing any material act of dishonesty detrimental to the interests of the Company/ and Client, or Winding up of the Company/ and Client.
- Closure of Contract Agreement of Husys with CLIENT. In such case the agreed settlement process clauses shall duly apply for the associate as Notice Period.

7. Service Rules and Regulations

During your Appointment with the Client, you will be governed by the Policies, service rules and regulations of the Client in force or as introduced or amended from time to time.

8. Leave Policy

Your leaves are governed by the establishment law and will be provided 27 days of leaves in a year apart from the holiday calendar announce by the client. Leave process may change as per the business exigencies.

9. Professional Ethics

You are required to deal with the **Client's Information, money, material and documents with utmost Confidentiality, honesty and professional ethics**. Any contravention will be viewed seriously and appropriate disciplinary or punitive action will be taken.

10. Safe Custody of Client & Company Material

You will be responsible for the safekeeping and good condition and order of all the Company/ and Client's property entrusted to your care and charge. The Company/ and Client reserves the right to deduct the cost of such articles from your dues, or take such actions as may be deemed proper, in the event of failure to account for such property, to our satisfaction.

11. Whole Time Appointment

Your Appointment with the Client is full time. It is expected that your loyalty to the Company/ and Client/ and client be not divided through additional part time/full time Appointment, or any other trade/business/profession. Any such activity should be pursued only after having discussed and obtained written agreement from the management.

12. Confidentiality of Company/ and Client Information

You are expected not to divulge any information regarding policies, confidential data, reports, technology, expertise, R&D activities or any business plans to any one in whatever the form of communication and to such extent you are required to sign the Non-Competence Agreement with our Client. You are expected to follow the below mentioned as part of your appointment.

a) Authorisation

Only those authorized under power of attorney may sign legal documents, representing the Client/ Company/ and Client.

b) Passwords

For security reasons it is essential to maintain confidentiality of the passwords/access codes, which you know during the course of work. Access to Internet is done through the dial-up/direct network, which is protected by a password. For security reasons confidentiality has to be maintained of the same. All the files handled by you from time to time and the passwords that are assigned should be maintained with utmost confidentiality.

c) Destroying papers & materials

Any official communication, which is confidential in nature, shall be destroyed immediately after the purpose is served.

d) Use of Company/ and Client Resources

You shall use the Company/ and Client's resources only for official purpose and with utmost care.

13. Confidentiality of Information

You are required not to disclose any Proprietary information or details of strategies learned and utilized at Company/ and Client's place of work. Should termination occur, you shall not contact or solicit business from any of the Company/ and Client's Associates & Clients at any time for a period of 10 years from the date of introduction to Associates & Clients; if Employee never met Employer's Clients, this clause still applies from the date when Employee leaves the Company/ and Client, should this occur."

You are required to strictly maintain the secrecy of and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration/terms of Appointment, to any other employee of the Company/ and Client or other public at large. In the similar way, when deputed to work/interact at the client site, you are expected to maintain full confidentiality regarding your salary packages and are expected not to discuss or disclose the same to any member of the client staff. If found revealing any of the above information regarding the salary will be taken necessary action.

14. Inventions / Innovations Rights

The Company/ and Client reserves its right on any innovations / inventions / discoveries / products made / developed during your Appointment with the Company/ and Client and you shall not make any claims on the said innovations / discoveries, etc..

15. Other restrictions:

You shall not during the continuance of this appointment or afterwards use or permit to be use any such notes or memoranda or otherwise than for the benefit of the Company/ and Client, it being the intention of the parties hereto that all such notes or memorandum made by you shall be property of the Company/ and Client and left at the registered office of the Company/ and Client upon the termination of your appointment.

You shall not have the right to make any contracts or any commitments for or on behalf of the Company/ and Client without a written consent of the Company/ and Client. You would be solely responsible & accountable for any of the monetary transactions, which are made on behalf of the Company/ and Client, you authorize the organization to recover related damages, which transacted without the prior intimation/permission/consent of the management, and also hold the organization liable only as per the transaction authorized from time to time in your current role. However you & related parties involved in any of such Appointments/transactions as per the above would protect the organization to the limits prescribed as per your role and organizational norms implemented/amended from time to time. You and related parties involved shall be responsible and take accountability for any such discrepancies during or after your termination of services.

16. Miscellaneous terms

a) Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provision of these terms shall, in any way, affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any party of any breach of any of these provisions shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these terms, or acquiescence to or recognition of rights and / or position other than as expressly stipulated in these terms.

b) Cumulative Rights

All remedies of either Party under these terms, whether provided herein or conferred by statute, civil law, custom, trade, or usage, are cumulative and not alternative and may enforced successively or concurrently.

c) Partial Invalidity

If any provision of these terms, or the application thereof to any person or circumstance is or is held to be invalid or unenforceable to any extent, the remainder of these terms and the application of such provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of these terms shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of these terms shall be replaced with a provision, which is valid and enforceable, and most nearly reflecting the original intent of the unenforceable provision.

The above terms and conditions are based on Company/ and Client policies, procedures and other rules currently applicable and are subject to amendments from time to time. You will also abide by all other rules and regulations of the Company/ and Client as shall be in force, from time to time. In all matters, including those not specifically covered here you will be governed by the rules of the Company/ and Client framed from time to time or clarified or interpreted by/through the Management from time to time.

I have read the above terms and conditions of Appointment and would hereby confirm strict adherence to the same.

Name:

Date:

Place:

Signature:

Annexure 2

(Salary Structure)

(INR)

Vijay S Shettisadavarti	Yearly	Monthly
Basic	2,58,099	21,508
HRA	1,03,240	8,603
Special Allowance	2,83,909	23,659
Gross Salary Per Annum in Rs.	6,45,247	53,771
Communication Allowance	24,000	2,000
Car Fuel + Driver	37,200	3,100
Leave Travel Allowance	60,000	5,000
Provident Fund (Employer Contribution)	33,553	2,796
Total Cost to Company	8,00,000	66,667
Please Note:		
Salary is subject to Tax laws in India. Income Tax and Professional Tax.		
The tax computation is the liability of the individual /employee to the government and the employer will not be responsible.		

Annexure 3

11th February 2022

**To
Mr. Vijay S Shettisadavarti,**

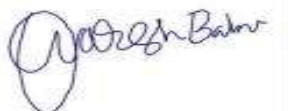
Deputation Letter

Dear Vijay S Shettisadavarti,

Referring to your letter of Appointment and the mutual agreement between Husys and CLIENT and thereby request made my CLIENT for deployment of resource with the desired skill sets. You are deployed at CLIENT with the following terms and Understanding.

1. Your working hours shall be as defined by Client and will work in shifts based on the Job deliverable requirement. Your attendance is tracked as per the work rules of CLIENT and your salary will be released as per the attendance approval from your Works Manager.
2. You are guided by the code of conducts, Service Rules, and Grievance Redressal procedures of CLIENT.
3. Your performance shall be as per the Policy of the Client and the revision of salary is directly proportionate to your performance and thereby client revision of your salary.
4. Your role & Responsibilities shall be as defined by the client and you are expected to deliver as per the expressed expectation of the client.
5. It is implied as resource from Husys, you are required to adhere to the Non-Disclosure agreement of the client and keep the material of client with utmost care and secrecy. To this extent the clause 11 of Annexure 1 for Confidentiality of Company/ Client information shall apply accordingly.
6. You are required to maintain professional relationships during your deployment period and shall not make any personal advantage using the position or influence that is given by client for delivering your responsibilities.
7. You are required to handover all property and information of the client, including but not limited to, all electronic and paper documents and correspondence, computers, keys, entry pass cards, log-in identification codes, and passwords for both administrative and individual access on or before the last date of employment at the Client.
8. All the invention and discoveries made during your deployment period shall become the proprietary information of the client.
9. All expenses made for delivering your official work will be reimbursed by the client as per their reimbursement policy.
10. Any Liability/ Obligation which are part of your deputation shall continue even after your deployment period / separation with Husys and client. You will be liable to answer the queries of the Client till the completion of 3 years from the date of completion of your deputation which cease either with your resignation/ termination/ closure of contract of Husys with client.
11. You are aware that the disciplinary procedures of CLIENT shall be applicable and agrees for the disciplinary proceeding against in case of misconduct.
12. During your deployment, you shall not perform/ behave in any manner which may adversely affect the image of either the client/ Husys.
13. In case of Moral turpitude, or Major Misconduct, the client has full right to cancel the deputation and which in turn acts as termination letter for you from Husys. However, you will be provided a reasonable opportunity to prove yourself in all manner with in the disciplinary guidelines of CLIENT.
14. Your reimbursement is paid on monthly basis in the bank account defined by the client.

For Husys Consulting Limited.,



**Naresh Babu Deevi
Chief Growth Officer**