



TSS Consultancy Pvt. Ltd.

Regd. And Corp Office: 602/603, A Wing, Tradelink Building,
Kamala Mill Compound, Lower Parel, Mum-13
U67120MH2005PTC153186
Email: hr@tssconsultancy.com

Phone: +91 22 61641181/140

Name: Vishal Mishra

Date: 12th August 2023

Mob: 9082300330

Ref No: HR/12082023-03

Email: Vishalmishra5544@gmail.com

Dear Vishal,

The Permanent offer cum Employee agreement (hereinafter, the "Agreement") is entered into on this 1st Day of September 2023.

BY AND BETWEEN

TSS Consultancy Pvt. Ltd. is a company incorporated under the Companies Act, 1956, having its registered office at 602/603, A Wing, Tradelink Building, Kamala Mill Compound, Lower Parel, Mumbai- 4000 13 (hereinafter referred to as the "Company")

AND

Mr. Vishal Mishra son of Mr. Nandeshwar Mishra aged 21 years and residing at 40, Mata Parvati Nagar, Dr B. I. Road, Banganga, Walkeshwar, Mumbai-400006, is designated as **"Associate Software Engineer"** with effect from **1st September 2023**.

Whereas this agreement is executed with the mutual willingness of Employee and the Company, on the mutually agreed terms, conditions and covenants set forth in this Agreement.

In consideration of the above-described matter, and for the mutual benefits and obligations set forth in this Agreement, the parties hereto agree as follows:

Compensation and Benefits:

- Your total all-inclusive Cost to Company (CTC) is Rs.5,50,000/- per annum as to be divided and payable on monthly basis payable only by way of bank transfer in accordance with the customary payroll practices of the Company which is subject to such increases from time to time as the Company proposes. Such payment shall be subject to statutory deductions including but not limited to applicable taxes from time to time as per prevailing law.
- Your next appraisal is scheduled for June 2024. Following the confirmation of your appraisal results, your salary will be promptly credited to your account by the end of the month.
- All reasonable and permissible expenses arising out of employment shall be reimbursed assuming that the same have been authorized prior to being incurred and the provisions of appropriate proof of spending as per the Reimbursement Policy of the company.
- The Company recognizes and observes all public holidays as mandated by the government of India. The Company will provide an annual holiday calendar outlining the dates of observed public holidays. This calendar will be available on KEKA portal.
- In addition to the public holidays, you are entitled for 15 planned and 8 unplanned leaves every year.

Working hours:

- The terms outlined in the Offer cum Employment Agreement specify your commitment to working solely for the company on weekdays from Monday to Saturday, with a nine-hour daily schedule that accounts for a one-hour lunch break. Additionally, you will be entitled to three Saturdays off every month.
- The employee acknowledges and agrees that their role may require them to work from any office of TSS, its branches, client premises, or customer sites across all regions of India.
- The employee consents to participating in training sessions organised by the company as and when required.

Exclusivity of Services:

- During your employment, you will be required to devote your full time, absolute attention, and abilities to your job duties, and to act in the best interest of the Company at all times in every possible manner. You shall perform the duties assigned to you faithfully and efficiently, and shall endeavor, to the best of ability to achieve the goals and adhere to parameters set by the Company.
- You shall not, be in any way directly or indirectly engaged, connected, or concerned in/to any other business, occupation, employment, service, undertaking or calling of any nature during your employment period and in any manner whatsoever.

Confidentiality:

- During your employment, you will have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of our business and transactions, the disclosure of any of which confidential information to the person/s including but not limited to competitors of the Company and/or any other person will lead to termination and legal action.
- You further agree and acknowledge that the right to maintain the confidentiality of trade secrets, source code, website information,

business plans or client information and other confidential and/or proprietary information, for the purpose of enabling the other party such information constitutes a proprietary right which the Company is entitled to protect.

- You also agree with the Company that you will not under any circumstances during the continuance of this Offer cum Employment Agreement, disclose any such confidential information to any person, firm, or corporation, nor shall you use the same , except as required in the normal course of your engagement hereunder, and even after the termination of employment, you shall not disclose or make use of the same or cause any confidential information to be disclosed in any manner.
- In accordance with this offer, you shall not remove or cause to be removed from the premises of TSS and its Clients any Confidential Information, except as necessary to work remotely or as otherwise specifically authorized in writing by TSS.

Non-Solicitation:

- During your employment with the Company and for a period of at least 12 months from the date of termination thereof, you agree not to engage in any employment, consultation, or other activity that of the Company which competes with the business, proposed business or business interest of the Company, and/or with/connected to proposed or present clients of the Company and/or competitors without the Company's prior written consent.
- During your employment with the Company and for a period of at least 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, any person or entity which is either related /connected to the Company in any manner.

Intellectual Property Rights:

I, Vishal Mishra, acknowledge that in the course of my employment with Company, or otherwise pertaining to the business of the Company, I have created and will create ideas, concepts, creations, discoveries, improvements, know how, trade or business secrets; trademarks (with or without goodwill), service marks, domain names, patents, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, synthesis protocol, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, proprietary techniques, research projects, copyright, software, source codes, inventory lists, database rights, designs, and other confidential and proprietary information, databases, data, documents, instruction manuals, records, memoranda, notes, guides, learning modules, graphics, in either printed or machine-readable form, intellectual property, whether or not copyrightable or patentable or protectable under any intellectual property law or any written or verbal instructions or comments ("Inventions"). I acknowledge and confirm that all rights, title and interest, including all proprietary rights / intellectual property rights and moral rights ("IPR") in the Inventions have been assigned and vested, and will continue to automatically be assigned and vest with the Company from the date of creation of such Inventions or IPR ("Effective Date") for worldwide territory and in perpetuity and in respect of all future rights arising therefrom, out of my own free will and consent. I confirm that I have no rights in respect of any such Inventions or PR and shall make no claims in respect thereto or dispute it for any reason whatsoever.

For the purpose of this letter, IPR shall be deemed to include: (i) copyright including moral rights, patents, know-how, confidential information, trade and business names, software, source code, inventory lists, database rights, trade secrets, and rights in trademarks, domain names and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same worldwide, and (iii) all other Intellectual property rights and equivalent or similar forms of protection existing anywhere in the world whether arising directly or indirectly; (iv) right to obtain and hold appropriate registrations in each of the Inventions, (v) all extensions and renewals thereof, and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

In the event that the IPR In the inventions does not automatically vest with the Company, I hereby irrevocably, absolutely and perpetually assign to the Company the Inventions including the IPR, royalty free, sub-licensable, transferrable, irrevocable, for worldwide territory and free from encumbrances and with effect from the Effective Date. I agree that the assigned rights shall not lapse at any time, whether in accordance with Section 19(4) or Section 30A of the Indian Copyright Act, 1957 or other analogous provision under the law of any territory. I undertake to execute all such documents and take all such actions as may be required by the Company for the purposes of giving

effect to the assignment contemplated herein. Without derogation to the foregoing, I hereby appoint the Company as my attorney-in-fact to execute and deliver any documents or instruments that may be required by the Company in connection with the assigned rights and confirm that the Company shall have the right to exercise all rights under this assignment and enforce the same. I shall indemnify and keep indemnified the Company and/or its affiliates from any loss, costs, damages, liabilities, and claims, including third party claims which may arise in relation to the IPR or Inventions.

I acknowledge that the remuneration that I have already received and will be receiving from the Company, in the course of my employment with the Company, is adequate consideration for assignment of each of the Inventions and IPR and no further monies are/ shall be due and payable to me by the Company. I hereby waive any moral rights which I may be entitled to in the Inventions and IPR.

I hereby represent and warrant that (i) I am lawfully entitled to enter into this internship offer agreement; (ii) each Invention assigned or licensed by me / that will be assigned or licensed by me, to the Company does not and will not infringe upon or misappropriate any rights (including but not limited to IPR) of any third party; (iii) the rights assigned or licensed to the Company have not and shall not contradict the terms of any other agreement entered into by me with any third party; and (iv) the rights that have been assigned or licensed by me/ that will be assigned or licensed by me are and will be free from all encumbrances, charges and liens.

I agree and confirm that this letter is binding on and enforceable against me and my successors.

Indemnification:

You the Employee both hereby indemnify and shall keep the company and its shareholders, office bearers and staff indemnified against any and all expenses , including but not limited to the amounts paid upon judgements, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after the suit is commenced), incurred by the Company in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her employment or performance of duties in this offer letter cum agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

Termination of Employment:

- TSS may at any time terminate your service after giving a warning notice of 30(Thirty) days on account of non-performance or breach of any contractual obligation.

Company reserves the absolute right to revoke your employment with the Company without giving any reason for termination/cessation.

- In case of you giving the resignation, your notice period will be of 3 months, however Company reserves its right to accept your Resignation and reduce notice period on a successful handover of your job/work & charges.
- Company i.e. TSS Consultancy Private Limited reserves the right to immediately terminate your employment in the event you

i. Have been found guilty of any misconduct or indiscipline after due enquiry by the Company.

ii. Commit any act detrimental to the interest of the Company.

iii. Are in breach of any of the terms contained in the Confidentiality, Non-Compete or Intellectual Property.

&/or Generally for any other reasons such as but not limited to your insolvency &/or proceedings thereto, you have found to be indulge in &/or connected / found to be any criminal activities and/or found to have been connected/indulge in any immoral activities including but not limited to the social media etc. &/or found to be any other unsocial, immoral, illegal type of activities in any manner whatsoever.

- Employee acknowledges that TSS maintains restrictions regarding the personal securities trading and other personal investment activities (including private investments) and outside business activities of employees, and all such information and updates shall be provided by you to the company.
- You will be eligible to receive employee benefits as may be provided by TSS in its Policies and Procedures. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of the offer letter.
- You undertake to be bound by all rules and regulations levied/imposed by TSS from time to time in relation to the conduct, discipline, medical leave

and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as part of the terms of employment.

- You are required to disclose and submit and regularly update to the company your opening/joining stock for instruments like listed / Unlisted Equity Shares / Preference Shares in Indian Cash Market within 30 days from joining date and thereafter start of every Financial year, also you are required to take an approval for each buying and selling trade in the stock Market. Additionally, the employee is obliged to share relevant bank statements and any other documents as requested by the company for the purpose of maintaining transparency.

Governing Law and Jurisdiction:

- Your employment, and any disputes which may arise under, out of, or, in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.
- All notices issued by you to the Company or by the Company to you shall be sent either by registered post or email transmission which shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mail or post.

Agreement/Modifications:

The employee agrees that their actions and behavior shall align with the company's values and policies, as articulated in the HR Handbook and other official policies, encompassing but not limited to the sexual harassment policy, code of conduct, conflict of Interest, confidentiality etc. will be cumulatively constituting the terms of your employment, or the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an authorized representative of TSS.

As part of the employment letter, it is explicitly stated that only the terms outlined within the Permanent Offer cum Employee Agreement shall be deemed as binding

and constitute the entirety of the employment relationship. Any verbal or oral communications, regardless of their nature or source, will not be recognized or accepted as valid additions or modifications to the terms of this employment agreement.

Please indicate your acceptance to the Permanent offer letter cum Employee Agreement latest by 19th August 2023

Regards,

For TSS Consultancy Pvt. Ltd.

Authorized Signatory

I, the employee herein, acknowledge that I have read and understood the Permanent Offer cum Employee Agreement of TSS Consultancy Pvt. Ltd. and agrees to be bound by its term

Signed:

Full Name: Vishal Mishra

ANNEXURE 1: -

Indicate CTC Break-up		
Salary Heads	Monthly	Annually
Basic	12100	145200
HRA	5500	66000
Statutory Bonus	2200	26400
LTA	8200	98400
Special Allowance	16033	192396
Monthly Salary (A)	44033	528396
Deductions:		
Employee PF	1800	21600
Professional tax	200	2500
Salary in Hand	42033	504396
Employer PF (B_	1800	21600
Annual CTC (A+B)	45833	549996

- Income-tax will be deducted at source (TDS), if applicable as per the Income-Tax Act, 1961