

April 06, 2023

Mr. Narayana Brabu N  
5/6 , Periyurpatti  
Sendurai (PO), Natham Taluk  
Dindugal - 624403

Dear Narayana Brabu N

**Sub: Confirmation for the position of Trainee Engineer**

It is intimated that you have been on probationary period since 21<sup>st</sup> December 2022. Your performance regarding your professional knowledge, and its practical implementation, your behaviour, and interaction with your superiors, and colleagues has very closely been monitored /evaluated which is found satisfactory.

We have pleasure in informing you that you have successfully completed the probationary period and your employment with the Workiy Technologies Private limited is confirmed as Trainee Engineer with effect from March 7<sup>th</sup>, 2023 and you are permitted to continue your service in this position as a permanent confirmed employee.

All remuneration payable to you will be subject to Income Tax deduction at source and to any other statutory deductions that may be applicable.

Please refer the compensation details in the annexure "A" enclosed with this letter. This revision in the salary structure will be effected from 1<sup>st</sup> April 2023

As per the policies of WORKIY, all employees will need to give a **Ninety-day notice** period for resigning from the services of the company. Waiver or adjustment of notice period will be at the sole discretion of the Management. In case employee fails to serve notice period, Organization has full rights to retain the experience as well as relieving letter and he / she shall be liable to pay the company monthly salary in lieu of the notice period.

Your commencement of employment with us is contingent upon your acceptance of this offer and our terms of employment

We once again Congratulations on your confirmation and welcome you to share a challenging and mutually rewarding experience at Workiy.

for **WORKIY TECHNOLOGIES PRIVATE LIMITED**



**J S Prakash**  
Director



**Karthikeyan**  
Director

I hereby accept the offer.

Signature:

Name:

Date:

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**Workiy Technologies Private Limited**

No. 6/173, Plot No 3 & 4, Ottiyambakkam Road  
Sithalapakkam, Chennai – 600 010.

Ph: +91-44-3594 6766

[www.workiy.com](http://www.workiy.com)

**Annexure A**

Name: Narayana Brabu N

Position: Trainee Engineer

SI No	Description	Amount in Rs	
		Monthly	Yearly
1	Basic	10000	120000
2	House Rent Allowance	5000	60000
3	Conveyance	3800	45600
4	Medical	833	10000
5	Gross Compensation	19633	235600
6	Company Contribution to PF	1200	14400
7	Total Cost to the Company		250000

Please note that as per the statutory requirement, the professional tax of Rs 1250 will be deducted once in six months

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## ANNEXURE – 1

### Terms of Employment

1. **Compensation:** Your Annual compensation package is **Rs 2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only)**
2. **Gratuity:** Gratuity amount shall accrue annually, and the eligibility will be only after Completion of 5 years (60 months) of continual service with the Organization and payable at the time of Final Settlement of Accounts.
3. **Bonus:** You will be paid as per the provision of payment of Bonus Act 1955.
4. **Salary:** Salary will be disbursed on or before 7<sup>th</sup> of every month to your respective salary account only.
5. **Retention:** The retention amount would be paid only after completing one year of service.
6. **Age of Retirement:** Every employee shall retire from the service of the Organisation on the last day of the month in which he attains the age of 60 years. A letter communicating the date of retirement from the HR would be sent to the employee three months before the due date. Any extension to work beyond the retirement age, will be need based and at the sole discretion of Management
7. **Medical Fitness:** This offer has been made to you subject to you being found physically and mentally fit and as per the pre-employment medical check-up by the registered Medical Practitioner.
8. **Annual Leave:** You will be entitled for total 18.5 days of Privileged and 8 Casual leaves. Leaves will be credited to your account on prorated basis.

In case you are absent for 5 calendar days or more without prior authorization, you shall be deemed to have left and relinquished the service on your own. In such circumstances, the Management will have the discretion of:

- a. Adjusting your salary against the notice period of such abandonment.
  - b. Presume that you have voluntarily abandoned the services of the Company and strike off your name from the rolls of the Company.
  - c. You shall not be entitled for any Relieving or Experience letter.
9. **Transfer/Shift Duty :** You will be required to work for any associated or subsidiary company, or branch or site, on transfer, either full time or part time, and to work for the company, or for any associated or subsidiary company, or branch or site, as directed by the Management. Please note that the organization is moving towards a

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24 x 7 operation with a virtual office concept, and you may be required to work in shifts or from home.

10. **Resignation:** All employees will need to give a **Ninety-day notice** period for resigning from the services of the company. Waiver or adjustment of notice period will be at the sole discretion of the Management. In case employee fails to serve notice period, Organization has full rights to retain the Experience as well as Relieving letter and he / she shall be liable to pay the company monthly salary in lieu of the notice period.
11. **Termination** - The management reserves the right to terminate your services after confirmation or during probation on the following basis:

During the background verification process if the documents get rejected then this letter will be revoked. Without giving you any notice if it is found that any information/representation made by you in your application is untrue or false or that any relevant information has been concealed/suppressed by you, or in the event of breach by you of any other terms and conditions specified in the letter of appointment.

In the event of unsatisfactory performance or indiscipline or dereliction of duty or misconduct during the tenure your services can be terminated at a day's notice, without assigning any reason whatsoever. You won't be entitled for any dues whatsoever and Organization has full rights to retain the Experience as well as Relieving letter.

If, for any reason including force majeure which means the act of god, war, pandemic situation, earthquake, tsunami or any other natural or other calamity, or due to any Government or Semi-Government order/notification/directives etc., if situation so prevails that the organization cannot give work to you or; if organization is unable to conduct its regular business activities due to unavoidable circumstances, or if you are unable to attend the duties due to aforesaid factors; the organization shall be at its absolute discretion and liberty to terminate your services summarily without assigning any reasons thereof and also without giving any notice or notice pay to you towards such termination.

Refusal to visit site - The Organization at any time and as per its business requirements, shall direct you to work temporarily or for any duration, at any of its customer's sites in the geographical territory of India. You shall be duty bound to report to such sites / work place of the customer as directed by your reporting authority, HR etc.; within 24 hours of receipt of such intimation. Your failure to report on duty at such place as directed shall be considered as abandonment of employment from you and you may also be subjected to appropriate disciplinary action.

**12. Service Agreement:** This appointment is given to the employee on the assurance that he / she will serve the Organization for minimum period of one year. In the event if the employee leaves the employment without serving mandatory minimum period of one year, he / she shall be liable to pay the company sum of Rs. 50,000/- towards compensation.

**13. Training related Service Agreements:** In view of the specialized training and orientation required to be undergone by the Employee to make the Employee thoroughly familiar with the nature of his work, the Organization spends considerable amount for

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training by way of manpower resources spent in imparting such training to the Employee. The Organization also intends to impart necessary training in-house within the country / abroad wherever and whenever necessary as per the organization requirement.

In the event of the Employee leaving the services of the organization for any reason whatsoever before completion of the Year from the date of his / her date of training/ certification or in the event of the organization terminating the services of the employee on any disciplinary grounds including negligence, mistake, carelessness, misconduct breach of terms and conditions of his / her employment and / or this agreement or violation of any rules and regulations or standing orders of the organization or default before the expiry of the period stipulated herein above, the employee undertakes to forthwith pay on demand to the organization without any dispute or demur the following : All expenses incurred by the organization for sending the Employee on training towards his travelling, boarding and lodging and other expenses towards his local/foreign tour including training costs/fees during the period of the Employee's training, if any.

**14. Principal Companies:** The Organization has principal relationships with for eg IBM, HP, Microsoft, Oracle & Citrix. You cannot seek an employment with WORKIY Principal Partners or Client's. This is binding for a minimum period of one year after resigning from the services of the Company

**15. Rules and Regulations:** Your services will be governed by the provisions documented in the company's "Code of Conduct". You will also be governed under the company's other rules and regulations, as may be framed by the company from time to time, and which are documented in the Organization Policy Manual. You understand and affirm the need to treat your compensation as highly individual and confidential, which is to be discussed only with your HOD and/or HR.

**16. Whole time Employment:** You will devote your whole time and attention exclusively to the duties entrusted to you and will not do any other direct / indirect business or work honorary or remunerating, except with written permission of the organization in each case.

**17. On-site Posting:** During your employment / contract with our company, you may be required to serve on-site at our customer's premises to provide support services. In such a situation, you cannot seek an employment with our company client / companies where you are posted, on-site. Also, you cannot seek an employment with Vendors competing at that specific account for similar services. This is binding for a minimum period of one year after resigning from the services of the Organization. Non-adherence would result in holding back your dues, relieving letter and experience certificate, and legal action/disclosure to the concerned organization about violation of the company's Code of Conduct and Rules & Regulations.

**18. Change in the Address:** Your address as indicated in your employment application form shall be deemed to be final for sending any communication. Any change in the address shall be intimated to the HR Department within a period of 7 days of such change. If no such change has been initiated or received, the addressed mentioned here above shall be deemed to be the address of communication and the same would be served upon you.

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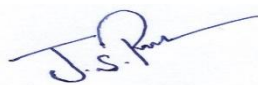
**19. Secrecy:** You shall not during the continuance of your employment hereunder or at any time thereafter divulge or disclose to any person whosoever or make any use whatsoever for your own purpose or for any purpose other than that of the Company of any information or knowledge obtained by you during your employment as to the business or affairs of the Organization or its methods or as to any trade secrets or secret processes of the Organization and you shall during the continuance of your employment here under also use your best endeavours to prevent any other person from doing so.

**20. Arbitration:** It may be noted that the Courts in Mumbai shall have the Exclusive jurisdiction about any matter, claim or dispute arising out of or in any way relating to this contract of employment. In the case of any dispute or claim arising out of in connection with or relating to this contract of employment, or the breach (where such breach has not been cured by the Party in breach within 30 days of a written notice thereof), termination or invalidity hereof, the parties attempt to resolve such dispute or claim through discussions. If the dispute is not resolved through discussions, then the dispute or claim shall be finally settled by arbitration of a Sole Arbitrator to be appointed by the Organization. The Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be Chennai. All Arbitration proceeding shall be conducted in English language.

**21. Force Majeure** - If, for any reason including force majeure which means the act of god, war, pandemic situation, earthquake, tsunami or any other natural or other calamity, or due to any Government or Semi-Government order/notification/directives etc., if situation so prevails that the organization cannot give work to you or; if organization becomes unable to conduct it's regular business activities due to unavoidable circumstances, or if you are unable to attend the duties due to aforesaid factors; the organization shall be at liberty to deduct your salary in full or to any other extent as may deem fit. In such situation, the organization shall be at liberty to follow "No Work No Pay" principle and you shall not object to any such salary deductions. The term salary deduction shall also mean and include incentives, salary increments, bonus, commission, or any other similar payment.

Kindly sign the duplicate copy of this letter as a token of your having accepted the above terms.

Sincerely,  
for **Workiy Technologies Private Limited**



**J S Prakash**  
Director



**Karthikeyan**  
Director

I hereby accept the confirmation

Signature:  
Name:  
Date:

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