

Mr. Yaswant Kumar S  
10 Kalaigal Karunanithi street,  
Min Nagar, Pudhur, Ambattur, Tiruvallur  
Tamil Nadu - 600053

Dear Yaswant Kumar S,

Congratulations! With reference to your application and subsequent interview with us for a career in our organization, we are pleased to inform you that you have been selected for employment in our organization as **Trainee Programmer**.

The date of your initial reporting, training, and joining would be **12.06.2023**

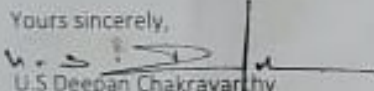
Your Total Gross Salary as applicable has been detailed in the annexure to this letter. On your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your employment, the necessary training and the contractual obligation to be with Netaxis IT Solutions Pvt. Ltd. On successful completion of the probation, your employment with the company will stand confirmed subject to the terms and conditions as per Company policies.

The duration of the classroom training will be **100** business working days from the date of joining. Company will solely reserve the right to make any further changes in the date of joining.

Your employment will be governed by the rules, regulations, and policies of the Company. The terms of this offer letter shall remain confidential and are not to be disclosed to any third party.

We request you to please carry a signed copy of the offer letter on the day of your joining as a token of your acceptance. Welcome to Netaxis IT Solutions Pvt. Ltd. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

Yours sincerely,


  
U.S. Deepan Chakravarthy  
HR Manager

Encl: Annexure I (Salary Structure), Annexure II (Terms and Conditions), Annexure IV (Intellectual property Assignment), Annexure V (Confidentiality Agreement), Annexure VI (Non-Disclosure Agreement), Annexure VII (Roles and Responsibilities)

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexures to the same.

FULL NAME: Yaswant Kumar S  
SIGNATURE: [Signature]  
ADDRESS: Plot no. 10 Kalaigal  
Karunanithi Street, min nagar  
pudur, ambattur,  
DATE: 06/06/23  
PLACE: Chennai

For NETAXIS IT SOLUTIONS (P) LTD.

  
U.S. Deepan Chakravarthy  
HR Manager  
HR MANAGER

### ANNEXURE I SALARY STRUCTURE

The details of your compensation and benefits are given below:

SALARY COMPONENTS 1 <sup>st</sup> YEAR AFTER TRAINING	ANNUAL AMOUNT
<b>Earnings</b>	
Basic (50 % of CTC)	₹ 81,000
City compensatory allowance (15 % of CTC)	₹ 12,156
Fixed Allowance	₹ 42,828
Performance linked incentive **	₹ 18,000
<b>Deductions</b>	
Employer's Contribution to provident fund	₹ 17,688
ESI - Employer Contribution	₹ 4,428
Gratuity - Employer Contribution (4.81% of Basic)	₹ 3,900
<b>Cost to Company</b>	<b>₹ 1,80,000</b>

\*\* At an indicative payment of 100%, Performance linked incentive is paid out on a Quarterly basis. The Performance linked incentive program is discretionary, subject to change, and based on individual and company performance. To be eligible for Performance linked incentive payment for a given evaluation period, you need to be on the rolls of the Company as on the last date of the evaluation period under consideration. The Performance linked incentive is pro-rated to the duration spent with the organization.

FULL NAME: Yaswanth Kumar S  
SIGNATURE: Yaswanth  
ADDRESS: plot no 10, Kalligra  
Kasunanidhi Street, min  
nagar, puducherry, arambathur  
DATE: 06/06/23  
PLACE: Chennai

For NETAXIS IT SOLUTIONS (P) LTD

For Netaxis IT Solutions Pvt. Ltd.

U.S. Deepan Chakravarthy  
HR-Manager

U.S. Deepan Chakravarthy

HR MANAGER

## ANNEXURE I SALARY STRUCTURE

The details of your compensation and benefits are given below:

SALARY COMPONENTS 2nd YEAR AFTER TRAINING	ANNUAL AMOUNT
<b>Earnings</b>	
Basic (50 % of CTC)	₹ 1,57,500
City compensatory allowance (15 % of CTC)	₹ 23,628
Fixed Allowance	₹ 1,02,900
Performance linked incentive **	₹ 45,000
<b>Deductions</b>	
Employer's Contribution to provident fund	₹ 23,400
Gratuity - Employer Contribution (4.81% of Basic)	₹ 7,572
<b>Cost to Company</b>	<b>₹ 3,60,000</b>

**\*\* At an indicative payment of 100%, Performance linked incentive is paid out on a Quarterly basis. The Performance linked incentive program is discretionary, subject to change, and based on individual and company performance. To be eligible for Performance linked incentive payment for a given evaluation period, you need to be on the rolls of the Company as on the last date of the evaluation period under consideration. The Performance linked incentive is pro-rated to the duration spent with the organization.**

FULL NAME: Yaswant Kumar S  
SIGNATURE: [Signature]  
ADDRESS: Plot no 10, Kaliguda  
Kannan's Street, near  
Nagar, Pudur, Ambattur  
DATE: 06/06/23  
PLACE: Chennai

For NETAXIS IT SOLUTIONS (P) LTD.  
For Netaxis IT Solutions Pvt. Ltd.  
[Signature]  
HR-Manager  
U.S. Deepan Chakravarthy  
HR MANAGER



**NETAXIS**

IT SOLUTIONS (P) LTD.

**ANNEXURE I  
SALARY STRUCTURE**

The details of your compensation and benefits are given below:

SALARY COMPONENTS 3 <sup>rd</sup> YEAR AFTER TRAINING	ANNUAL AMOUNT
Earnings	
Basic (50 % of CTC)	₹ 2,29,500
City compensatory allowance (15 % of CTC)	₹ 34,428
Fixed Allowance	₹ 1,60,632
Performance linked incentive **	₹ 81,000
Deductions	
Employer's Contribution to provident fund	₹ 23,400
Gratuity - Employer Contribution (4.81% of Basic)	₹ 11,040
Cost to Company	₹ 5,40,000

\*\* At an indicative payment of 100%, Performance linked incentive is paid out on a Quarterly basis. The Performance linked incentive program is discretionary, subject to change, and based on individual and company performance. To be eligible for Performance linked incentive payment for a given evaluation period, you need to be on the rolls of the Company as on the last date of the evaluation period under consideration. The Performance linked incentive is pro-rated to the duration spent with the organization.

FULL NAME: Yaswanth Kumar S  
SIGNATURE: [Signature]  
ADDRESS: Plot no: 10, Kaligal  
Kasurubathi Street, min  
nagar, puducherry, ambalapur  
DATE: 06/06/23  
PLACE: Chennai

For NETAXIS IT SOLUTIONS (P) LTD.  
For Netaxis IT Solutions Pvt. Ltd.

[Signature]  
HR-Manager  
U.S Deepan Chakravarthy  
HR MANAGER

**ANNEXURE III**  
**NETAXIS IT SOLUTIONS PRIVATE LIMITED SERVICE AGREEMENT**

This service executed on 06.06.2023 is with effect from Date of Joining 12.06.2023 to the successful completion of training and upto to a period of 36 months from the date of allocation to Production projects unit at Netaxis IT Solutions Pvt. Ltd. (hereinafter referred as the Service Period")

**BETWEEN:**

M/s. Netaxis IT Solutions Private Limited a company incorporated under Companies Act 1956, having its registered office at 151 O block, Anna Nagar East, Chennai 600102, represented by its Manager (HR) Mr. U.S Deepan Chakravarthy, hereinafter referred to as COMPANY (which term shall unless repugnant to the context mean and include its successors-in-interest and permitted assignees) of the ONE PART:

AND:


Mr. Yaswant Kumar S, Son Sekarbabu currently residing at 10 Kalaighar Karunanithi street, Min Nagar, Pudhur, Ambattur, Tiruvallur, Tamilnadu - 600053, herein referred as the Programmer which term shall unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors and administrator as SECOND PART:

**DEFINITIONS:**

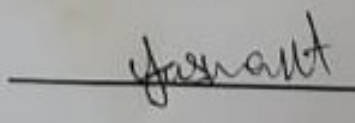
The following terms shall have the following meanings for the purpose of this Service Agreement:

1. **Date of Allocation:** Is the date when the Programmer is allocated to a Production project unit for On the Job Training.
2. **Production project unit:** Practice Unit refers to business unit /department where the Programmer is posted, usually after the completion of Training. A Practice Unit may be a delivery unit or business enabler function / department.
3. **On-the-Job training:** Training imparted to the Programmer on allocation to a Practice Unit.

For NETAXIS IT SOLUTIONS (P) LTD.  
COMPANY

  
\_\_\_\_\_  
HR Manager

PROGRAMMER

 / 06/06/23





**NETAXIS**

IT SOLUTIONS (P) LTD

WHEREAS

The Programmer applied to the Company for the designation of Trainee Programmer. Pursuant to such application, the Company appointed him/her as a Trainee Programmer on the terms and conditions contained in the offer letter together with this Service Agreement, under which he/she is required to undergo training as may be determined by the Company;

AND WHEREAS the Programmer recognizes and accepts that at the time of appointment as Trainee Programmer, except exposure to academic knowledge, he/she has received no formal, effective, technical or practical training to independently function as a Trainee Programmer who is commercially viable to the Company;

AND WHEREAS the Programmer further recognizes and accepts that prior to and at the time of joining the Company, he/she has not been exposed to and, therefore, has not acquired any management or communication skills, which are essential to for performance of duties by the Programmer which meet the current business needs, parameters, standards and efficiency levels required by the Company;

AND WHEREAS consequently and in order for the Company to utilize the skills of the programmer, The Programmer would need to undergo formal and extensive training in accordance with courses, modules and programmer prescribed or conducted by the Company;

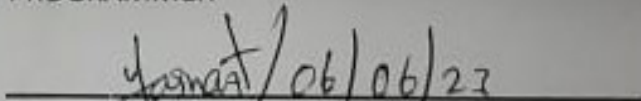
AND WHEREAS the Programmer is aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing him/her as System Programmer and thereafter imparting training to such Programmer;

AND WHEREAS the Programmer recognizes and accepts that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, computer time etc., in the event the Programmer fails to complete the training as prescribed hereunder and/or leaves the Company during the Service Period. In such event, the Programmer hereby agrees to reimburse and compensate the Company in the manner enumerated in clause 5 of this Service Agreement;

For NETAXIS IT SOLUTIONS (P) LTD.  
COMPANY

  
\_\_\_\_\_  
HR-Manager

PROGRAMMER

  
\_\_\_\_\_  
06/06/23



**NETAXIS**

IT SOLUTIONS (P) LTD.

**NOW THIS SERVICE AGREEMENT WITNESSES AS FOLLOWS:**

1. The Programmer has been appointed as a Junior Programmer on training with the Company. The Programmer will undergo Full stack developer training as detailed in Clause 3 of this agreement at the Company's location at Chennai, India which will commence on the Programmer joining the Company. The Service Period also includes the Full stack developer training period as detailed in Clause 3. If the Programmer takes leaves on loss of pay ("LOP"), such leave period shall not be included within the meaning of Service Period. The Programmer hereby acknowledges and agrees that his/her Service Period shall be extended by the number days of leave taken on LOP.

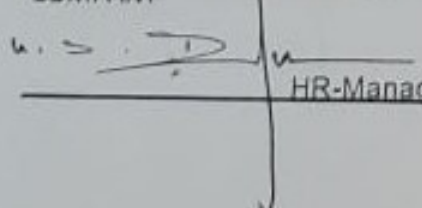
2. The Programmer agrees to undergo training immediately upon joining. The objectives, methodology, content and evaluation procedures of the 100 Days training is detailed in the assessment and evaluation policy which is available to the Programmer for inspection with the Training department. The duration of the Full stack developer training would normally range up to a period of 100 business working days unless otherwise expressly prescribed by the Company. Full stack developer training period will be determined by the Company and business requirements of the Company. The Programmer is expected to qualify in the Full stack developer training, which is intended to render him / her competent to undertake software development tasks

that may be subsequently assigned to him / her. All modules of the Full stack developer training are compulsory. Upon successful qualification in the Full stack developer training, the Programmer may, at the sole discretion of the Company, be deputed for On-the-Job training to a Production project Unit for such period as may be specified by the Company.

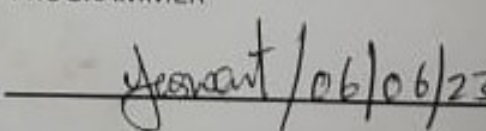
Notwithstanding any other provision, in certain cases, based on the business requirements of the Company, the Company shall depute the Programmer for "On-the-Job" training before undergoing or prior to completion of the Full stack developer training. However, within 6 months of the Programmer date of joining the Company, the Programmer will be provided with the opportunity to undergo and complete the Full stack developer training.

3. Programmer is undergoing training are required to peruse the assessment and evaluation policy which is available with the Training department. The content shall be presumed to be within the knowledge of the Programmer upon reporting for training.

For NETAXIS IT SOLUTIONS (P) LTD.  
COMPANY

  
\_\_\_\_\_  
HR-Manager

PROGRAMMER

  
\_\_\_\_\_  
06/06/23





**NETAXIS**

IT SOLUTIONS (P) LTD.

4. The Programmer accepts, agrees and admits that the Company has incurred expenses and costs in the process of recruitment, such expenses being in the nature of advertisements, implementation of selection procedures, interviews, travel, etc. The Programmer is aware that in the event of his / her not completing the Service Period, the Company would, without option, be constrained once again to incur, similar expenses, which would be a direct result of him / her leaving the Company prematurely. The Programmer further accepts, agrees and admits that the nature, quality, intensity and content of training ("Exhibit A") to be imparted by the Company is not available or imparted by any other company of a similar nature. The Full stack developer is designed to satisfy the exclusive requirements of the Company and that the opportunity to be trained in computers, with provision for exclusive working on computers is not available with or provided by any other company of similar nature. The Programmer is further aware that the Company would have earned considerable revenue by hiring out computer time instead of imparting such the Full stack developer training thereon to the Programmer. The Programmer admits and recognizes that the technical and management training involves substantial training costs, man hours, resource utilization and is the result of the Company's pro-active policies in encouraging leadership qualities.

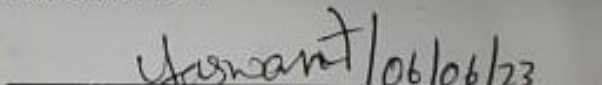
The Programmer, therefore, agrees that in the event of his / her leaving the Company before completion of the Service Agreement Period with the Company for any reason whatsoever and/or neglects in performance of the duties assigned to him/her leading to termination of his / her service, he / she shall be liable to pay to the Company compensation and damages calculated as follows and reimburse all costs and expenses incurred in or connected with the training:

- a. Fixed cost of ₹1,00,000 (excluding GST) which includes ₹30,000 Recruitment cost and ₹70,000 Training cost.
- b. 50% of Total computer time utilized is calculated at ₹825 per day (Average working day per month is considered at 26 days. In case the Programmer resigns in middle of any month, the number of days worked in that month would be considered for the calculation).

For NETAXIS IT SOLUTIONS (P) LTD.  
COMPANY

  
\_\_\_\_\_  
HR Manager

PROGRAMMER

  
\_\_\_\_\_  
06/06/23



5. The Programmer acknowledges that leaving the Company within the Service Period shall mean and include:
- Leaving the Company for the purpose of higher studies, research, alternate employment, alternate training or any other purpose during the Service Period.
  - Dismissal of Programmer by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response of the Programmer during the Service Period.

6. The Programmer and Company, agree and admit that the amounts calculated on the aforementioned basis is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing training to the Programmer. The Programmer agrees to submit their original documents Secondary Education mark sheet, Higher Secondary Education mark sheet, Undergraduate and Post Graduate marksheets, course completion certificate/provisional certificate as a guarantee during the service period. Following are the list of documents submitted.

- Secondary school certificate, Register No: 1898695 Dated: 19.05.2017
- Higher Secondary first year mark statement, Register No: 1843768349 Dated: 19.04.2019
- Higher Secondary first year mark statement, Register No: 1843768349 Dated: 19.04.2019
- B.E. Computer Science, five semester marksheets, Provisional certificate, Register Number: 111919104166, Dated: 13.04.2022

WITNESSES:

WITNESS 1:

WITNESS 2:

For NETAXIS IT SOLUTIONS (P) LTD.

COMPANY

PROGRAMMER

HR-Manager

*Signature*  
06/06/23