



OFFER OF APPOINTMENT

Confidential

Date: 27th March 2023

Dear Nikhil,

1. We are pleased to offer you an appointment in our organization as **Spryker Engineer** at Cnetric Enterprise Solutions Pvt Ltd., Bangalore
2. Annexure-A, Annexure-B & Annexure-C are formal and essential parts governing this offer letter.
3. Your annual gross salary along with the break-up of salary is given below in Annexure-A.
4. This offer letter is subject to 3 months of probation period. Your employment with us will be governed by terms and conditions referred in Annexure-B.
5. Your Salary will be 3 LPA during your probation and post the successful completion of probation, it will be 4.8 LPA.
6. You are required to join Cnetric on or before **1st June 2023** and the offer stands withdrawn thereafter, unless we extend the date of joining and communicate to you in writing.
7. Please sign the duplicate copy of the offer on all sheets at the bottom on the right corner.
8. In case of further clarifications, please communicate with the HR team E: hr@cnetric.com
9. We welcome you to **Cnetric Enterprise Solutions Pvt Ltd** and look forward to a long and mutually beneficial association.

For Cnetric Enterprise Solutions Pvt Ltd,

A handwritten signature in purple ink, appearing to read "Pramod", is written over a horizontal line.

Pramod MP

Director - HR

Signature of Associate



ANNEXURE-A (In INR)

June to August 2023

Monthly Components	Per Month	Annualised
Basic	10,000	1,20,000
HRA	4,000	48,000
Medical Allowance	1,250	15,000
Conveyance Allowance	2,000	24,000
Special Allowance	950	11,400
LTA	5,000	60,000
Performance Billability		-
Gross Monthly Salary	23,200	2,78,400
Cnetric Contribution PF	1,800	21,600
Annual performance Bonus_(Based on Performance)		-
Total Cost to the Company	25,000	3,00,000



September onwards

Monthly Components	Per Month	Annualised
Basic	16,000	1,92,000
HRA	6,400	76,800
Medical Allowance	1,250	15,000
Conveyance Allowance	2,000	24,000
Special Allowance	2,550	30,600
LTA	5,000	60,000
Performance Billability	5,000	60,000
Gross Monthly Salary	38,200	4,58,400
Cnetric Contribution PF	1,800	21,600
Annual performance Bonus_(Based on Performance)		
Total Cost to the Company	40,000	4,80,000

ANNEXURE - B

1. Employment Agreement

(a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of the Company.

(b) Secrecy

You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Cnetric Enterprise Solutions Pvt Ltd or its Affiliate, or any client, agent, contractor or vendor.

Signature of Associate



You shall not disclose the identities and other related information of any of Company's clients. Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

(c) Conflict of Interest

Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company

(d) Reclamations

The Company reserves the right to reclaim benefits like joining bonus, relocation expenses etc. if you will leave the company before the completion of 12 Months.

(e) Probation Period

This Period will be used to coach and evaluate new employees to test their suitability to the role and business. Employees will be allowed 1 Leave per month during this period. After successful probation, Employment confirmation will be sent via email

The Company will deem the Probation Period as unsuccessful, thereby terminate Employment, for the following reasons: Non-performance of the employee Cancellation of contract by clients

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such a case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

Any such direct requests/intimidation by the customer/client/subcontractor must be brought to the notice of the Company at the earliest. Failure to comply will be deemed as breach of trust and can result in termination of employment

Signature of Associate

3. Termination of employment



(a) Either party can terminate this employment by serving a notice of 90 days on the other. However, if approved by the Company, an associate may surrender leave to his / her credit or pay salary (basic) in lieu of Notice period. Similarly, the Company may pay salary (basic) in lieu of Notice period, if required.

(b) In case of Associates who are governed by service agreements for serving a minimum stipulated period, the associate can exercise option under the clause 3(a) only on their completion of the stipulated service period agreed to and provided therein.

(c) Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

(d) You will be governed by the Company's laid down Code of Conduct as outlined in Annex B. Point 5 and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(e) Reference checks will be made from your previous employers. In case there is any adverse report against you which may be detrimental to the interests of the company or if the information furnished by you is not true, the company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

4. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

5. Code of Conduct

Access to Information

Information is available on a need-to-know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these is authorized through access privileges approved by unit Mentors or Project Mentors.

Signature of Associate

Escalation / Exception Reporting



A set of areas/jobs to be carried out by each function /department will be decided. For each area/job - a suitable policy will be formulated /evolved.

For every policy - standards of measurement will be laid down. Goals for year/quarter/month will be periodically reviewed.

Deviation if any with regard to policies or standards will be monitored and brought up for discussion in review meetings if such deviation could wait till review meeting.

Alternatively, if such deviation will pose a threat and if it is not corrected it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to the next level.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing the Company.

Smoking

We owe and assure a smoke free environment for our Associates.

Passwords

Access to our network, development environment and MS-Exchange is through an individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten, the System Administration team is to be contacted to reset and allow you to use a new password.

Unauthorized Software

You shall not install, download, copy, and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain necessary permissions from Project Manager, System Admin and GM Administration.

The communication security is maintained by controlling physical access to computer systems, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the Company uses sophisticated data encryption devices. Please ensure they are locked when unattended. Duplicate keys are maintained with the Front Office. One can take a duplicate key after signing for it for one's own or team member's table or storage.

Signature of Associate

(a) Destroying Papers & Material

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



(b) Use of Company Resources

You shall use the Company's resources only for official purposes.

6. Overseas Service Agreement

As the Company will be spending substantial amount of time and money for your deputation /secondment abroad, you will be required to sign a deputation agreement with the Company and execute a Surety Bond on such terms, as the Company may deem appropriate. (This agreement will consist, inter alia, of issues like (a) your commitment to complete the project (b) you're returning to India after completion of the project and serving the Company).

7. Intellectual Property Rights

All intellectual property rights, including but not limited to, Patents, Copyrights, Designs, Trademarks and Semiconductor chips developed by you during Office time or using the Company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the Company and the same shall be deemed to be "work made for hire". You shall execute/sign such documents for the purpose of assigning such Intellectual property, as and when required by the Company. The Company reserves the right to proceed legally against you and recover damages, should there be a violation of this specific clause to protect intellectual property.

8. Jurisdiction

Even though the Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be the courts in Bangalore India.

9. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Travelling, Leave, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time.

Signature of Associate

ANNEXURE – C

You are requested to bring /Share a soft copy of the following documents in original, along with a copy of each.

1. Certificates' supporting your educational qualifications along with marks sheets
2. Your latest salary slips or salary certificate



3. Your relieving letter from your present organization
4. Form 16 or Taxable Income Statement duly certified by previous employer (Statement showing deductions & Taxable Income with break-up) *
5. Valid Passport

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

Certificate of Intent

This is to certify that I have gone through and understood all the terms and conditions mentioned in all the Annexure and I hereby accept and agree to abide by them:

Name:

Signature:

Address: Date:

Place: