

21 January 2021  
OVIYA K  
T6 – B.E / B.Tech  
Kongu Engineering College

Dear OVIYA K,

Congratulations! Further to your selection under Hexaware Mavericks program and your acceptance of the offer, we are pleased to offer you a position as "Trainee" from **21 January 2021** at **Chennai** office as per the following terms and conditions. Please note that this appointment letter supersedes all earlier letter/s issued to you and as such the earlier letter/s of appointment issued to you stand cancelled.

1. An amount of INR 15000/-pm will be paid as stipend under Apprenticeship Act, 1961, for a period of up to 6 months i.e. during the classroom training. There will be no deduction of Provident Fund, Professional Tax and ESIC.
2. Post completion of the stipend period you will be paid salary as per the annexure attached and marked as Annexure "I".
3. The training period is of one year duration from the date of joining and shall comprise of classroom as well as on-the-job training. Upon completion of stipend period you will be re-designated as **Associate Software Engineer**. However, your on-the-job training would continue till you complete one year from the date of joining.
4. The continuation of your training and subsequent employment will be subject to you meeting the qualifying criteria during and at the end of the training period. Upon successful completion of training period you will be considered for an employment with the Company. For the sake of clarity the company may at its sole discretion evaluate you for permanent employment.
5. During the training period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training can be terminated by the Company without any notice or compensation. However, the Company reserves the right to terminate your services at any point in time on disciplinary grounds/ poor performance/ non-adherence to Company's rules and regulations and violation of any other terms of employment, without any notice or compensation.
6. In the event the company decides to hire you on permanent basis, provided you have successfully completed your training, the notice period for severance will be three months on either side or salary in lieu thereof. Salary for purpose of this clause means Basic Salary. However, the discretion to release you earlier than three months would be solely with the management. Notwithstanding anything contrary contained herein the notice period stated in this section is subject to any other agreement that the employee has entered into with the company whether in past, present or future, AND in the presence of such agreement, the

K. Oviya

Monica Mathai

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notice period stated in this section shall apply on completion of such other term / period / duration as agreed under any such documents / agreements.

7. In the event you are in breach of any terms and conditions of this letter or any of the applicable terms or policy as may be imposed by the company from time to time. Company may at its sole discretion terminate the training/ employment with immediate effect.
8. Your compensation is strictly confidential, and we expect that you maintain the confidentiality of the same at all times. Increments are not automatic but will be based solely on your performance as evaluated through the performance appraisal system or any other mechanism as the Company may deem fit for the purpose of deciding the same.
9. Your designation is merely indicative of the responsibilities which you are required to carry out. The Company shall be entitled to advise you, at any time, to perform any other administrative, managerial, supervisory, or other functions as per business needs and you will be bound to carry out such functions.
10. The Company may nominate you to attend trainings that might involve a considerable cost. Similarly you may be deputed to client's site to gain knowledge and utilize the same to execute projects in India/abroad. In view of this you will be expected to serve the Company, on completion of the training/knowledge transfer, for a specified period as required by the Company.
11. During the term of your employment with the Company, you agree not to undertake employment, whether full-time or part-time, as the Director/Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of Hexaware. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn or terminated at the sole discretion of the Company.
12. You shall at all times observe secrecy and confidentiality in respect of any technical, trade or business data or any other information that might come to your knowledge or possession, and which according to the Company are necessarily confidential, form valuable property of the Company and not made available to the trade. Further, you will not disclose such data or information without written consent from the Company to anyone other than the Company's officials who are authorized to receive the same. You will sign the "Non-Disclosure Agreement" (NDA) at the time of joining and shall abide by the terms and conditions mentioned therein.

Even after you have ceased to be in the service of the Company, the confidentiality obligations shall be perpetual and binding on you and you shall not disclose the same to anyone.

*Monica Mathur*

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13. You will assign to the Company the right, title and interest in any invention or improvement that you may make solely or jointly in the course of your training period and subsequent employment which may be relating to the products/services marketed, based, developed and you will perform any acts, execute such documents without expenses to you, which in the judgment of the Company, may be needful or desirable to secure to the Company patent protection and any/all rights relating to invention or improvement.
14. You shall maintain proper discipline and dignity of office and shall deal with all matters with sobriety, utmost discipline and judiciousness.
15. You shall be governed by Hexaware Code of Conduct (COC) and will be required to sign an undertaking which will be given to you separately at the time of joining. You are always requested to read and comply with the same. Any breach of COC provisions or the terms and conditions of employment may result into termination and/or an appropriate disciplinary action.
16. You shall follow the daily attendance process laid down in the Company from time to time.
17. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
18. Due to business needs, you may be required to travel outside India. You are, therefore, advised to hold a valid passport at all times. Please submit a copy of your valid passport forthwith, if not submitted earlier. In case you do not possess a passport or if the same is no longer valid, you are required to obtain it, at your own expense, and submit to HR dept. within 45 days. You can use the TATKAL service for faster issuance of the passport. It would also be to your advantage to have a four-wheeler driving license as well.
19. As per income tax rules it is mandatory for you to submit a copy of your PAN (permanent account number) card at the time of joining. In case you do not possess it, you are required to obtain it, at your own expense, and submit to HR dept.
20. You will adhere to the dress code as laid down by the Company. You will also observe the work timings/holidays as applicable to your place of posting and as amended from time to time. Further, you should be prepared to work on any shifts, as may be warranted by the Company/client's work requirements.
21. You will inform the Company of any change in your residential address forthwith.
22. During your training period /employment terms and in the event of ceasing the services of the Company for whatsoever reason, you agree that, in addition to any other limitation during the

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term of your employment and for a period of 1 year after the termination of your employment, you will not directly or indirectly:

- (i) Solicit or accept employment with any client / customer of Hexaware or its Subsidiaries, to which you provided services as a Hexaware employee.
- (ii) On your behalf or as a partner or as an officer, director, an employee, agent or shareholder or any other entity; or person or as a trustee, fiduciary of other representative or any other person or entity.

(a) Employ, solicit the employment of, or encourage or aid any other party to employ or solicit the employment of any Hexaware employee or independent contractor.

(b) Contact any persons or companies which are customers or prospective customers of Hexaware or any of its affiliates or subsidiaries for the purpose of soliciting the customers or prospective customers in competition with Hexaware its affiliates or subsidiaries nor solicit or divert or cause anyone to solicit or divert, any such customers or prospective customers from Hexaware its subsidiaries, affiliates.

For the purpose of point No. (i) & (ii) above, Hexaware client / customer means and include any organization or person or Franchisee to which for a fee or charge, Hexaware has provided services. A prospective client / customer means a person, or another organization or person to which Hexaware has, within the twelve months period preceding such termination or separation of employment, has / has submitted a proposal to provide services, the preparation of which included your direct involvement.

23. It is agreed that it shall be open to the Company from time to time to vary any remuneration, benefit, facility or perquisite that may be extended to you.
24. Your appointment is transferable and the Company, at its discretion, may transfer you to any other department or to any place in India or outside India and as such you may, at any time, be transferred to any of the offices of the Company, its associates, organizations with whom the Company has transactions, whether the office, subsidiary, associate or organization is in existence today or is to be set-up hereafter. While every attempt will be made to give you reasonable advance notice of such transfer, in case of emergency such transfers may be made effective immediately.
  - a) You will observe working timings and holidays as applicable to your location and place of work.
  - b) On your transfer/deputation to any other place as stipulated in clause(10) you will observe the working timings and holidays as applicable to the location and place of work where you have been transferred/deputed, without any change in remuneration.
25. During your employment with the Company you will comply with the provisions of the Information Security policies, procedures and guidelines of Hexaware at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises including customer site / location. Any violation will be viewed very seriously and attract strict disciplinary action.

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26. If during the period of your employment with us you achieve any invention, process improvement, operational improvement or other processes/methods that will likely to be resulting into more efficient operation of any of the activities of the Company, the Company shall be entitled to use, utilize and exploit such improvements and you shall assign all your rights to the Company for the purpose of seeking any patent rights in respect thereof or for any other purpose.
27. Upon leaving the Company, you will not take with you any drawing, blue print or other reproduction or other data, tables, calculations, letter or other documents or any other writing or copy of writing of any nature whatsoever pertaining to the business of the Company or any of

Its subsidiaries and the same are to be handed over back to the Company, failing which the Company shall treat it as breach of the Confidentiality obligations and shall be forced to take strict action against you.

28. You warrant that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform the duties of your employment. During the period of this employment you shall not draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.
29. In the event a government body/ authority exercising its jurisdiction and statutory power/ authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. In the event a client seeks information pertaining to business aspect of your employment (including Resume), the company shall provide such information to the client without any notification to you.
30. If you remain absent for a continuous period of 3 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily abandoned your services and Company will be constrained to take necessary disciplinary action against you as per policy, your terms of employment and/or any other document.
31. Your appointment is subject to your submitting copies of mark sheets /certificates in respect of all your educational qualifications at the time of joining. You are required to submit all the mark sheets with respect to your graduation/post-graduation forthwith to the HR Dept., if same has not been submitted earlier. You should have also been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the mark sheets/proofs in respect of your qualifications and any condonation of delay in submission of the same shall be at the discretion of the Company.

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32. Your appointment and its continuance is subject to your being found and remaining medically (physically and mentally) fit. The Company reserves the right to ask you to undergo medical examination if and when considered necessary.
33. Your appointment and its continuance is subject to you clearing verification checks at the time of joining and thereafter, which includes criminal, previous employments, educational qualifications, reference checks and all such other checks. Any discrepancy found in the above will result in immediate termination of your services.
34. Also this appointment is subject to your not being a partner or relative of a Director of the Company within the meaning of Section 314 of the Indian Companies Act, 1956. A list of Directors is available in the Head Office for perusal.
35. The age for retirement from services of the Company is 58.
36. If any information furnished by you in your application for training or during the selection process or during your joining or post joining is found at any time during your employment to be incorrect or false, and /or if you have concealed any information regarding your qualifications and experience, the Company shall have the option to terminate your services without notice or compensation.
37. At all times you will be governed by the Company's rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including but not limited to matters such as designation, emoluments and the structure thereof, working hours, etc. and also all the published policies of the Company. Also, Company's decision on all such matters shall be final and binding on you.
38. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this contract of employment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this contract shall continue in force and effect.
39. Any dispute or difference, whatsoever, arising between you and the Company, out of or relating to the construction, meaning or operation or effect of the terms of this letter and the earlier letter dated letter shall, unless resolved amicably shall be referred to Arbitration of Sole Arbitrator to be appointed by the Company. The Sole Arbitrator appointed shall be an Authority appointed by the Company and such appointment as Sole Arbitrator shall be acceptable to you. All proceedings under such Arbitration shall be held in Mumbai and would be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof. It is agreed and understood that the courts in Mumbai only and exclusively shall be competent to entertain any application or petition pertaining to the arbitration agreement and/or arbitral proceedings pursuant to this clause and no other court elsewhere shall have jurisdiction to entertain any application or petition pertaining to the arbitration agreement and/or arbitral proceedings pursuant to this clause.

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40. The terms of this letter issued to you shall be binding for all purpose and shall at all times remain confidential and are not to be disclosed to any third party unless the matter is referred for arbitration in the circumstances mentioned above.

41. All the female employees, who will be completing minimum 80 working days with Hexaware, will be eligible for the following benefits under our Maternity Leave Policy:

- Maternity Benefit of twenty-six weeks (including all the intervening Saturdays, Sundays and Company Declared Holidays) of which not more than eight weeks shall precede the date of her expected delivery, in first two instances of childbirth.
- Maternity Benefit of twelve weeks (including all intervening Saturdays, Sundays & Company Declared Holidays), of which not more than six weeks shall precede the date of her expected delivery, for a woman having two or more than two surviving children.
- A woman who legally adopts a child below the age of three months shall be entitled to maternity benefit for a period of twelve weeks (including all intervening Saturdays, Sundays & Company Declared Holidays) from the date the child is handed over to the adopting mother.
- A woman getting a child through surrogacy shall be entitled to maternity benefit for a period of twelve weeks (including all intervening Saturdays, Sundays & Company Declared Holidays) from the date the child is handed over to her.

Please return the duplicate copy of this letter duly signed in token of acceptance of the terms and conditions of employment within seven days of you receiving this letter.

We look forward to your continued contribution and wish you all the best in your future endeavors.

With best regards,

**For HEXAWARE TECHNOLOGIES LIMITED**

*Monica Mathur*

**Monica Mathur**

Vice President, Recruitment-India & APAC

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**ANNEXURE I**

<b>NAME: OVIYA K</b>	<b>Date: 17 July 2021</b>	
<b>EMP No.: 55507</b>	<b>DOJ: 21 January 2021</b>	
<b>Designation: Trainee</b>	<b>Grade: GET</b>	
	<b>Monthly</b>	<b>Annual</b>
<b>Fixed components</b>		
Basic	17,500	210,000
HRA	6,483	77,800
Statutory Bonus <sup>1</sup>	2,000	24,000
<b>Gross Salary</b>	<b>25,983</b>	<b>311,800</b>
<b>Other Annual Benefits</b>		
Medical Insurance premium Contribution <sup>2</sup>		2,500
<b>Retiral Benefits</b>		
Provident Fund @12% of Basic	2,100	25,200
Gratuity premium contribution <sup>3</sup>	875	10,500
<b>Total Cost to Company</b>		<b>3,50,000</b>

**Notes:**

1. Bonus amount will be paid monthly to comply with the Payment of Bonus Act. The final bonus amount will be computed as per the provision of the Payment of Bonus Act post the closure of the financial year (January - December) and any shortfall or excess will be adjusted accordingly.

2. You will be covered for medical insurance under the Group Hospitalization scheme of the Company.

4. You will be covered under the Gratuity Scheme of Hexaware Technologies Limited. You will be eligible to receive the benefits under this scheme, subject to a minimum of 5 years of continuous service with Hexaware

*K. Oviya*

*Monica Mathur*

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