

Ref: HR/NI/226

April 07, 2022

Kavinraj S

No:148/6 Chinniyampalayam (Post)
Nall Road Modakkurichi (Via)
Erode - 638104
Phone: +91 9688484208
Email ID:kavinsmk26@gmail.com

Dear Kavinraj,

We are pleased to appoint you as **Graduate Engineering Trainee** in **Niyata Infotech Private Limited, Bangalore, India.** (Hereinafter referred to as 'Company')

Place of Posting

Your initial work location will be at **Bangalore**, and may change as per the business need of the Company. Business requirement may include working at Company's Client location with whom Company may make such agreement.

Date of Appointment

Your appointment with us is effective from the date of joining which shall be at the earliest but not later than **May 02, 2022.**

Your employment in the Company is based on the outcome of the interactions we have had with you, and on the basis of the information you have shared with us about in your profile including your antecedents, which we have accepted in good faith. Regardless of any reference-checks having been carried out to this effect, kindly note that, at any stage, if the Company is satisfied that you have willfully misrepresented or concealed any information related to your profile, medical fitness and / or antecedents in any way and which is relevant to your employment in the Company, you are liable to face disciplinary action, and /or be summarily terminated. It is hereby clarified that the Company will not be liable for the damages or loss in any way relating to this offer in furtherance thereof.

Compensation

Your compensation is based on your category of trainees / employment and payable from the date of commencement. Refer the table below for details of your Stipend / Salary as applicable.

| | | |
|---|-------------|--------------|
| Months 0- 6 CTC (during training period) | Rs.10000 Pm | Rs.120000 Pa |
| Months 7 -18 CTC (during live projects) | Rs.15000 Pm | Rs.180000 Pa |

Probation

Your employment will be subject to a probationary period of 12 (twelve) months with effect from your date of joining the Company. On completion of the probationary term, you are deemed to be confirmed unless informed otherwise.

Employee Benefits

The Company covers all employees under the Group Personal Accident Insurance and ESI or Group Medical Insurance (whichever is applicable). Inclusion to this policy is effective from the date of joining the Company and exclusion from this policy occurs on your last working date with the Company.

Deductions

Compensation under this employment will be subject to standard deductions as may be required by the statutory regulations such as PF, ESI, PT and any other (whichever is applicable from time to time) on a monthly basis.

Tax Implications

You are solely responsible for declarations and implications arising thereof for all personal Income Tax purposes. Compliance to all tax requirements under the Indian taxation law and filing of personal tax returns in respect of all payments paid to you under this employment will remain your sole responsibility. Taxes towards all payments made under this employment letter will be borne by you. Expatriates will be responsible for all tax liabilities including those applicable within your country of citizenship / permanent residency.

Leave Policy

Company's paid leave eligibility criteria permits you to avail 18 days of leave (includes casual and medical) per calendar year or on a pro-rata basis from your date of joining to your date of leaving the Company. All intended leave needs to be informed at least 3 days in advance and cannot be availed for more than 5 consequent days at any one instance. In case of exceeding the leave eligibility, any weekend which falls in-between the applied leave duration, the weekend also will be considered as Loss of Pay (LOP). Unutilized leave in a calendar year cannot be carried forward to the next year or be encashed.

National / Public Holidays will be as per Statutory and Company Policy.

Increments / Promotions

Future promotions or salary increments shall be based on merit considering your consistent performance, business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right.

Responsibilities, Duties and General Code of Conduct

Your work in the Company will be subject to the rules and regulations of the Company as circulated and modified from time to time in relation to conduct, discipline and other matters. All hours worked by you should be recorded on a time sheet and forwarded to the HR department of the Company on the last day of every month during your employment with us, duly endorsed by your reporting authority at the Company or at the Client Location of the Company.

Company Property

You shall always maintain in good condition, Company property or/and property of Company's Client, that may be given to you for official use during the course of this employment. The property shall be used strictly for official use only and not for personal use. On relinquishment of your services, you will immediately return the property to Company, failing which the Company will recover the cost from you.

Confidentiality

It is critical that the Company take steps to protect business interest of the Company and also clients of the Company. Confidentiality includes intellectual property and confidentiality information and protection from competitors. Accordingly, you will be required to sign the Non-Disclosure Agreement and if required, sign the Non-Disclosure Agreement at any of the Company's Client locations.

You will not, during the course of employment with the Company or after leaving the Company, for whatever reason, make any comments or invite comments in any form or manner, in regard to the Company's (including Group Companies & Subsidiaries) existing or future policies or activities or actions or employees, as the case may be, by using the Name or Logo of the Company in social or print or electronic media including but not limited to social media sites such as Twitter, Facebook, Google+, LinkedIn, Awra, What's App, email, etc, thereby inviting the attention of people at large, irrespective of the fact as to whether such writings or inviting comments is in the interest of the Company or detrimental to it.

Any breach thereafter, of any of the above terms will be considered as breach of the terms of this employment, giving grounds to immediate termination of your employment.

Restriction

This Employee Confidentiality Agreement restricts the employee from the following:

- i. To seek alternate employment in any other organization on a full-time, part-time, contractual or consulting basis all through the tenure of your employment with the Company
- ii. From entering into any agreement with competing firms in the industry
- iii. To participate in any activity that would be in conflict with your obligations to the Company
- iv. From engaging in any other business, which includes business activities undertaken by any medium, including business interests in internet web sites
- v. To act as an executor, or administrator, attorney or trustee (except for near relatives i.e. spouse, mother, father, grandparents, brothers, sisters, children, etc.).

Non-Solicitation

You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company, OR, from the termination of your employment with the Company caused (whether your employment is terminated by you or the Company), directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client of the Company as at the date of termination of your employment or use your personal knowledge of or influence over any such client to or for your own benefit or that of any other person competing with the Company. You further agree that, should you be approached by a person who is or has been an employee of the Company during the period described above, you will not offer to or employ or retain as an independent contractor or agent any such person.

Protection of Interest

If you conceive of any new or advanced method of improving processes, formulae, systems, etc. in relation to the operations of the Company, such developments will be fully communicated to the Company and will remain the sole right / property of the Company.

Notice Period

Either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least three months' (90 days) notice or salary in lieu thereof is given subject to not jeopardizing the interest of the Client and the Company. The Company reserves the right to pay or recover compensation in lieu of notice period. Unused annual leave cannot be applied for in order to reduce the length of the notice period on resignation unless written approval is secured from your Reporting Manager and from the Human Resources Department.

For abundant caution, it is hereby clarified that you cannot waive off the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination / resignation letter (by whatever name it is called) will be accepted by the Company only on you satisfying the mandatory notice period. Further, till such time as the Company accepts your resignation letter you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you. The termination / resignation of your employment will be complete upon the same being certified by the Company and after a proper relieving letter is issued to you by the Company.

Further, the Company may at its discretion relieve you from such date as it may deem fit, even before the expiry of the notice period without compensating you for the unexpired period, and is not bound to give any reason thereof.

The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

- i. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this employment or comply with the Company policies and code of conduct; or
- ii. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company.

On Separation

On termination of the services, you will immediately give up to the Company, before you are relieved, all correspondence, specification, formulae, books, documents, cost data, market data, literature, drawings, effects or records etc., belonging to the Company or the client of the Company or relating to its business and shall not make or retain any copies of these items.

The above-mentioned terms and conditions are subject to company policy. Please confirm that the above terms are acceptable to you by signing our copy of this letter within 3 days of offer letter date. We welcome you to our organization and wish you a rewarding career with us.

Thanking You,
for **Niyata Infotech Private Limited**,

Harish Prabhu S B
Head - Business Operation

Employee Declaration

I, **Kavinraj S** confirm that the following personal details provided in my resume are accurate to the best of my knowledge and you can update Company records accordingly.

| | | |
|--------------------------|------------------------|----------------------------------|
| Father / Husband: | Sivakumar S | Permanent Address: |
| Date of Birth: | 1-December-2000 | No:148/6 Chinniyampalayam (Post) |
| PAN No: | IZBPK2789C | Nall Road Modakkurichi (Via) |
| Aadhaar No: | 818962598440 | Erode - 638104 |

I agree to accept this employment offer as per above mentioned terms and conditions of appointment. I

confirm that I will report to duty on _____.

Name: _____

Date: _____

Signature: _____