

Accelalpha Software Pvt. Ltd.
4th Floor, SLN Terminus,
Gachibowli – Miyapur Rd,
Gachibowli, Hyderabad,
Telangana – 500033.

September 28, 2021

Mr. Divakar S S

House No-37, Krishnan
Street, Erode,
Karungalpalayam ,
Tamil Nadu-638003

Re: **Letter of Offer**

Dear **Divakar S S**,

We are pleased to extend an offer to join Accelalpha Software Pvt. Ltd. (Company) as **Associate Consultant**. You will be working from **Accelalpha Software Pvt. Ltd., Salarpuria Supreme, 3rd Floor, Marathahalli Village, Marathahalli, Bengaluru, Karnataka 560037**, India.


To confirm the acceptance of this offer, you are required to:

1. Sign and date this 'Letter of Offer' where indicated below.
2. Sign and date the enclosed 'Employment Agreement' where indicated.
3. Hand-over/ Mail/ DocuSign all pages of the signed and dated documents listed above back to us by **October 5, 2021**. A copy of each document is enclosed/downloaded through DocuSign for your records.

Your Annual Gross Compensation will be up to **INR 6,00,000/-** (Rupees Six Lakhs only) per annum. which includes the discretionary Variable compensation of up to **INR 30,000/-** (Rupees Thirty Thousand only), the payout of discretionary variable compensation will be prorated based on Employee's tenure during the Compensation Year. Annual Fixed Compensation, Discretionary Variable compensation and other benefits will be the total cost to the Company. Please refer Salary Annexure for details on the compensation and statutory deductions.

Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever. Please note that this Offer is subject to you being medically fit and you clearing background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency

This offer letter has no force or effect until you sign the Employment Agreement as all terms and conditions of your employment will be governed by the Employment Agreement. No work shall be performed by you until the Employment Agreement is signed by both you and the Company.


Initial: _____

Reg Office Address: 1-10-221, St. No. 5, Ashok Nagar, Hyderabad - 500020



The offer is contingent upon you commencing employment with the Company not later than, **May 2nd, 2022**. Please send e-mail to recruiting.india@accelalpha.com confirming your start date. By accepting this offer, you expressly agree that you will join on such date, unless otherwise agreed to in writing by the Company. Any request for change in date of joining must be sent to recruiting.india@accelalpha.com at least 5 days prior to your initial submittal date of joining.

At the time of joining, you are expected to carry originals of the documents as per Annexure - B and submit the copies of the same to the HR Team

We hope you are as excited, as we are, with the opportunity. We will be delighted to have you as part of our organization.

Accelalpha Software Pvt. Ltd

DocuSigned by:
Ramana Rao
By: _____
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Name: Ramana Rao Pagadala

DocuSigned by:
Divakar S S
Agreed to: _____
3D2CD05A2CA0450...
Mr. Divakar S S

Date: 9/30/2021




Annexure - B - Checklist of the Documents

At the time of joining, you are requested to bring the following documents in original (For Verification only), along with 1 copy of each for submission.

1. Signed hard copy of this letter
2. Signed hard copy of the Terms of Employment
3. New Employee Data (Annexure A)
4. Two copies of your recent passport size photographs
5. PAN card copy
6. Aadhar Card Copy (For EPF purpose)
7. Passport copy if available
8. Document/s containing start date and end date of the last two employers
9. Copy of Degree/PG/Diploma certificates
10. Relieving letter from previous employer
11. Last 3 months Pay slips

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 or terminate the employment as it deems fit.

DocuSigned by:
Divakar S S
Initial:  3D2CD05A2CA9459...



Accelalpha Software Pvt. Ltd.
4th Floor, SLN Terminus, Gachibowli –
Miyapur Rd, Gachibowli, Hyderabad,
Telangana 500033

EMPLOYMENT AGREEMENT

This Agreement is between Accelalpha Software Pvt. Ltd. (also referred to as "Accelalpha" or the "Company"), with its registered office address at 1-10-221, Street No. 5, Ashok Nagar, Hyderabad - 500020 and **Mr. Divakar S S** of **House No-37, Krishnan Street, Erode, Karungalpalayam, Tamil Nadu-638003** (also referred to as "Employee").

Both, the Company & the Employee are hereafter collectively referred to as "parties".

WHEREAS the company deals in varied services, develops, markets, licenses and distributes computer software products and other technologies, and provides technical support, consultation, training, educational and other services

WHEREAS the employee is well qualified and experienced in the field of Information Technology, medically fit to perform the job

AND WHEREAS it is agreed that the Company will employ **Mr. Divakar S S** on terms and conditions as laid down in this agreement and Annexure to this Agreement appended hereto.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee shall be employed by the Company on the mutual promises, representations and covenants herein contained, the parties here to agree on the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

- 1.1 "Associate Company" means a subsidiary and any other Company, which is for the time being a holding Company of the Company.
- 1.2 "Performance Review Period" means 12-month period, which shall run from the 1st Jan to 31st Dec of the year.
- 1.3 "Probation Period" means the initial period of 6 (six) months from the date of joining.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 Any reference to a statutory provision shall be deemed to include a reference to any statutory amendment, modification or re-enactment of it.

1.6 ^{DS} Any reference to the Company shall if appropriate include its authorized representatives.

Initial: _____



1.7 References in this Agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, sub clause, schedule or paragraph of this Agreement.

2. DUTIES

The roles, responsibilities and duties appropriate to Employee’s designation, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to Employee, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, Employee may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients.

3. COMPENSATION AND BENEFITS


During the term of this Agreement, the Company will pay to the Employee an Annual Fixed Compensation (AFC). In addition, Employee will be a paid a Discretionary Variable Compensation (DVC). Annual Fixed Compensation and Discretionary Variable Compensation will be the cost to the Company and it’s all inclusive.

The structure and components of the Annual Fixed Compensation will be based on Company Policy and could change over time.

The Discretionary Variable Compensation is dependent upon Employees performance and Company’s performance. The Discretionary Variable Compensation will be prorated based on Employee’s tenure during the Compensation Year. The Company may, at any time and in its sole discretion to modify or suspend any of the terms and conditions of the Discretionary Variable Compensation guidelines.

4. PROBATION

- a. Employee shall be on probation for a period of one hundred and eighty (180) calendar days from the effective start date of Employee’s employment with Company. Probation period will be extended accordingly based on the number of days employee is on leave during the probation period. Company may, in its sole discretion, at any time extend this period of probation for an additional period up to sixty (60) calendar days upon notice to Employee.
- b. Unless otherwise communicated to Employee by Company, the probation period shall expire one hundred and eighty (180) calendar days after Employee’s effective start date, unless the probation period is extended up to an additional sixty (60) calendar day period, in which case, the probation period shall expire after a maximum of two hundred forty (240) calendar days after Employee’s effective start date.

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5. HOURS OF WORK

- a. A working day shall comprise nine (9) hours, irrespective of shifts, and a break for an hour.
- b. Employee maybe required to work on a shift basis. Shifts maybe scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year, subject to applicable laws. Company may, at any time and in its sole discretion, change the shift timings upon notice to Employee.
- c. Company may at any time, in its sole discretion, require Employee to work beyond nine (9) hours a day upon notice to Employee.
- d. Employee may be required to work out of our client’s office/site within India. During such deployments, Employee will be required to align Employee’s daily working hours and/or regular work week as per the client’s working norms.

6. PLACE OF EMPLOYMENT


- a. Employee acknowledges and agrees that Employee may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, Employee may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, deputation or transfer.
- b. In the event of any assignment, transfer or deputation of Employee’s services, Employee’s salary and other benefits may be adjusted in accordance with Company’s policies with respect to such an assignment, transfer, or deputation.

7. TRAVEL EXPENSES

Employee may be required to travel, whether in or around India or overseas, in connection with Employee’s employment with Company upon short notice to Employee. While traveling for work, Employee’s expenses, and costs in connection with such travel and any other expenses incurred by Employee during the course of Employee’s employment will be reimbursed in accordance with the current travel and expense policy of Company. Employee are expected to keep Employee’s passport valid at all times.

8. BUSINESS EXPENSES:

The Company will reimburse Employee for actual expenses incurred directly for business purposes provided they are reasonable, correctly reported and approved in accordance with Company procedures. Expenses claimed must be reported on an expense claim form and fully supported by receipts identifying the supplier, costs, and GST/VAT Registration Number where applicable.

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


9. CODE OF CONDUCT:

- 9.1 Employee shall comply with all rules, regulations and procedures of the Company as described by the employee handbook which includes the dress code, sexual harassment policy, conduct, misconduct, pro-forma for leave, sick leave, entitlement of leave, encashment of leave etc., In addition, Employee agrees to comply with all reasonable rules, procedures and standards adopted by the Company from time to time with respect to the conduct of the Company's employees and the use and security of the Company's property, equipment and facilities. The Employee shall, as requested, provide written and oral reports concerning the Employee's work activities from time to time as requested by Company.
- 9.2 Former Employer Information. Employee shall not, during Employee's relationship with the Company, improperly use or disclose any proprietary information, software code or trade secrets of any former or concurrent employer or other person or entity and Employee shall not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person, or entity.
- 9.3 Third Party Information. Employee shall hold all confidential or proprietary information that the Company has received from any third party to which it is the Company's obligation to maintain the confidentiality of such information and to use it only for certain limited purposes in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such third party.

10. TERMINATION OF EMPLOYMENT:

- 10.1 The company makes no express or implied commitment that employment will have a minimum or fixed term, that Company may take adverse employment action only for cause, or that employment is terminable only for cause. Either Employee or Company may terminate the employment relationship at any time for any reason.
- 10.2 Employee's employment shall terminate:
 - a. When Employee reach the age of sixty (60) years.
 - b. During Employee's probation period, Company may terminate Employee's employment upon thirty (30) calendar days' notice to Employee or by paying Employee's monthly gross salary in lieu of giving such notice, with or without cause, and with or without stating any reasons whatsoever.

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- c. After the Employee's probation period, Company may terminate Employee's employment upon giving ninety (90) calendar days' notice of termination for any reason, with or without cause; Company may, in its sole discretion, terminate Employee's employment immediately by paying Employee's monthly gross salary in lieu of giving Employee such notice.

10.3 Company may terminate Employee's employment immediately, with or without notice, on the any of the following occurrence:

- a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of Employee's obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of Employee's obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients;
- c. Involvement in any act of moral turpitude

10.4 Employee may at any time terminate Employee's employment by giving the Company Ninety (90) calendar days prior written notice. Upon Employee providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to terms and conditions of the Company, including and not limiting to the recovery in lieu of notice period not served. Employee acknowledges that at least three-month advance notice by him/her is mandatory to find his/ her replacement. As a consequence, the Employee acknowledges and agrees that the Company may withhold any compensation due to Employee and that the Employee shall pay to the Company an amount equal to the Employee's last three month's of compensation, the Employee will indemnify and hold the Company harmless for all damages to Company and expenses, including its reasonable attorney's fees, incurred as a result of the Employee's breach. Employee further acknowledges that the Company may assert this claim against any subsequent employer of the Employee.

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10.5 If employee has been relocated at the expense of the Company to perform a particular job function and/or if Employee has received any advances in connection with his or her employment and/or if Company had paid for any certifications or training for the Employee, if Employee breaches his or her termination notice obligation, or if Employee terminates his or her employment prior to the completion of twelve (12) months from the date to which Employee is assigned and for which the relocation occurred, from the date company paid for the certifications or from the date of completion of training the employee received, Employee agrees to repay the Company in full for all relocation expenses and other advances and certification and training costs paid or reimbursed to Employee by the Company, and Employee authorizes the Company to deduct and withhold such repayment in full from any compensation or other amounts otherwise owed or payable to Employee, and if such deduction and withholding does not satisfy Employee's obligation hereunder, the Employee shall repay all such relocation expenses and other expenses and advances to the Company immediately upon such Employee's termination of employment.

10.6 If employee has been paid a sign on bonus in connection with his or her employment, if Employee breaches his or her termination notice obligation, or if Employee terminates his or her employment prior to the completion of twelve (12) months of his or her employment, Employee agrees to repay the Company in full the sign on bonus paid to Employee by the Company, and Employee authorizes the Company to deduct and withhold such repayment in full from any compensation or other amounts otherwise owed or payable to Employee, and if such deduction and withholding does not satisfy Employee's obligation hereunder, the Employee shall repay all such sign on bonus to the Company immediately upon such Employee's termination of employment.

11. CONSEQUENCES OF TERMINATION

11.1 Upon termination or expiration of Employee's employment, for any reason, or as otherwise requested by Company, Employee will return to the Company:

- a. Any property belonging to the Company, such as a laptop computer, mobile phone, identity card, access card and other devices with details of any passwords or user ids installed therein;
- b. All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible, or intangible, in Employee's possession, together with copies, notes or summaries of such documents and Employee's own working papers which are derived of or based on such documents.

11.2 Upon termination or expiration of Employee's employment, for any reason, amounts due or payable, from, or to Employee by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.


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- 11.3 Upon termination or expiration of Employee’s employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by Employee hereunder, including costs and expenses incurred towards Employee’s training.
- 11.4 Any termination of employment or these Terms of Employment by Company shall be without any further liability of Company and its affiliates and their employees, contractors, or clients to Employee or to Employee’s successors-in-interest or assigns.
- 11.5 Company, in cases of data theft, failure to return company property and/or compromise of company confidential information, non-settlement of monetary dues, by the employee, shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding Employee’s employment hereunder.

12. OWNERSHIP AND ASSIGNMENT OF INVENTION RIGHTS:

- 12.1 The Employee hereby agrees that any and all New Confidential Information, inventions, improvements, modifications, ideas, copyrights, trademarks and innovations (all of which are hereinafter referred to generally as “Inventions”) which directly relate to the business of the Company, whether patentable or not, which the Employee may invent, discover, originate, make or conceive during the course of his or her employment with the company and for one year thereafter, whether or not reduced to writing or practice, either solely or jointly invented with others and whether or not during working hours or by or with the facilities of the Company, shall be the sole and exclusive property of the Company.
- 12.2 The Employee hereby assigns and delivers all of his or her right, title and interest in the Inventions referred to above to the Company or to the Company’s nominees on payment of Rs. 100.
- 12.3 The Employee agrees that all Inventions, including, without limitation, all original works of authorship relating to the Company’s business, and which are protectable by copyrights or patents are “works made for hire.” The Employee and each such other person shall promptly and fully disclose each and all such Inventions to the Company or to the Company’s nominees.
- 12.4 The Employee further agrees to participate in the preparation of and to execute at any time, upon the request and at the expense of the Company, for the benefit of the Company or the Company’s nominees, any and all applications, instruments, assignments, and other documents, which the Company shall deem necessary or desirable to protect its entire right, title and interest in and to any of the Inventions described herein.

Initial: 



12.5 The Employee agrees, upon the request and at the expense of the Company or any person to whom the Company may have granted or grants rights, to execute any and all applications, assignments, instruments and papers, which the Company shall deem necessary or desirable for the protection or perfection of such rights, including the execution of new, divisional, continuing and reissue patent applications, to make all rightful oaths, to testify in any proceeding in the Patent Office or in the courts, and generally to do everything lawfully possible to aid the Company, its successors, assigns and nominees to obtain, enjoy and enforce proper patent or other protection in the United States and in foreign countries for the Inventions to be assigned under this Agreement.

13. TECHNICAL AND OTHER RECORDS:


The Employee agrees to make and maintain adequate and current written records of all Inventions, New Confidential Information and business matters of the Company on which he works during his employment by the Company.

Immediately upon the Company's request and promptly upon termination of the Employee's employment by the Company, the Employee shall deliver to the Company all such records and all memoranda, notes, records, reports, photographs, drawings, plans, papers or other documents made or compiled by the Employee or made available to the Employee during the course of his employment by the Company, and any copies or abstracts thereof, whether or not of a secret or confidential nature, and all of such memoranda or other documents shall, during and after the employment of the Employee by the Company, be and shall be deemed to be the property of the Company.

14. NON-SOLICITATION, NON-COMPETITION AND RESTRICTIONS:

14.1 While employed by the Company, the Employee agrees not to undertake any outside business activity which is competitive with the work that the Employee performs for the Company or which in any way interferes with the Employee's employment by the Company.

14.2 Employee hereby represents and warrants that they have not during the course of any current or previous employment or relationships, agreed to any arrangement that may restrict or conflict with the acceptance of the offer made by the Company including but not limited to any time bound non-compete or restrictive agreements

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14.3 While employed by the Company and for a period of one year following termination of the Employee's employment for any reason by either the Employee or the Company, the Employee agrees that he or she will not persuade, induce, or encourage any of the following listed parties either to terminate their employment with the Company or the Company's affiliates in US and India, including without limitation Accelalpha, Inc., and Accelalpha Software Pvt. Ltd.:


- any employee of the Company
- any employee of the Company's clients
- any employee of the Company's prime vendors or sub-vendors
- any employee of the Company's offshore affiliates including without limitation employees of Accelalpha Inc.

14.4 Accelalpha Inc. and Accelalpha Software Pvt. Ltd, has heavily invested in building trade methods to win Oracle Global Trade Management (GTM)/Oracle Configure, price and quote (CPQ) Implementation businesses and implementation assets to rapidly deploy GTM/CPQ software. Employee will gain intimate knowledge of these methods and assets as part of fulfilling the job duties. While employed by the Company and for a period of two years following termination of the Employee's employment, for any reason by either the Employee or the Company, the Employee agrees that he or she will not join any other Consulting Practice engaged in or to be engaged in the future in the kind of business which is competitive with the GTM/CPQ business of the Company or the Company's affiliates in India and US including without limitation Accelalpha Inc., and Accelalpha Software Pvt. Ltd.

14.5 While employed by the Company and for a period of one year following termination of the Employee's employment, the Employee agrees not to divert or attempt to divert (by solicitation or any other means) or to cause any of the following to do business with any competitor of the Company: any customer, client or prospective customer or client of the Company existing at any time that the Employee was employed by the Company.

14.6 If the Employee violates the provisions of paragraph 14.5 above and receives income as a result of such diversion, the Employee shall pay to the Company fifty percent of all such income received by the Employee, directly or indirectly, from such customer, client or prospective customer or client of the Company for a period of two years from the date of termination of the Employee's employment.

14.7 If the Employee violates the provisions of paragraph 14.4 and receives income as a result of such violation, the Employee shall pay to the Company fifty percent of all such income received by the Employee, directly or indirectly, from such customer, client or prospective customer or client of the Company for a period of two years from the date of termination of the Employee's employment. In addition, Company reserves the right to recover from Employee the cost of then current and future business impact caused by such violation.

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15 EFFECTS OF CHANGES IN RATES, BENEFITS AND SERVICES:

Employee and Company agree that this Agreement shall remain in full force and effect even if there are changes with respect to the services to be provided by the Employee, or with respect to the compensation and benefits paid by the Company to the Employee, and in the event of such changes, no new agreement needs to be executed between the parties.

16 BACKGROUND CHECKS:

Employee gives the Company permission to make whatever background checks the Company deems appropriate on the background of the Employee both prior to the commencement of employment as well as from time to time during employment.

17 EMPLOYER RECORDS:

Employee will promptly notify the Company of any change in Employee's personal details including Employee's home address, home telephone number, marital status, next of kin and bank details.

18. ARBITRATION:

18.1 Where any controversy, dispute or disagreement arises between the Employee and the Company as to the interpretation or application of any of the terms, conditions, requirements or obligation under this Agreement or the performance hereof which the Parties are unable to resolve by agreement, the Parties hereby agree to refer the controversy, dispute or disagreement to sole arbitrator for arbitration under the Arbitration and Conciliation Act, 1996.

18.2 All arbitration proceedings shall be conducted in English and the venue for conducting such proceedings shall be at Hyderabad, Telangana, India. Judgment upon any arbitral award so rendered may be entered in any Court having jurisdiction, or application may be made to such Court for a judicial acceptance of the award and an order to enforcement, as the case may be.

18.3 The Parties hereby agree that a matter may be referred to arbitration as provided herein, the Parties shall nevertheless, pending the resolution of the controversy, dispute or disagreement, continue to fulfill their obligations under this Agreement, so far as they are reasonably able to do so.

19 GOVERNING LAW:

This Agreement is governed by and shall be construed in accordance with the laws of India. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be subject to the jurisdiction of the Courts of Hyderabad

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20 ENTIRETY:

In any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is deemed invalid or unenforceable under applicable law, the said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions or the remaining provisions of said agreement.

21 COUNTERPARTS:

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

22 HEADINGS:

The section headings appearing in this Agreement are for the purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, demand or affect its provisions.

23 EXECUTION:


This contract may be executed in person or by means of electronic signature sent via DocuSign or e-mail.

24 MISCELLANEOUS:

24.1 The obligations set forth in paragraphs 11, 12, 13, 14 and 15 shall continue in force beyond the termination of the Employee's employment.


24.2 This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed, or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his or her duties, salary, or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

24.3 Employee's employment for Company will be governed by Company's policies, as modified, from time to time and at Company's sole discretion, upon notice to Employee. The terms and conditions contained herein this document must be read in conjunction with Company policies. Any policy infraction will amount to breach of Employee's terms of employment and may lead to termination of Employee's services. These Terms of Employment and policies shall be subject to modifications by Company, from time to time, upon notice to Employee.

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- 24.4 The Employee represents that he is free to enter into this Agreement, that he has not made and will not make any agreements in conflict with this Agreement.
- 24.5 This Agreement will be binding upon the Employee's heirs, executors and administrators and will inure to the benefit of the Company and its successors and assigns.
- 24.6 No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- 24.7 The Employee expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Employee may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.
- 24.8 The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief.
- 24.9 If the Company engages counsel to enforce any rights of the Company under this Agreement, the Employee shall pay all of Company's costs including reasonable attorney's fees and court expenses incurred by Company in such enforcement.
- 24.10 This agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of Government of India. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of Hyderabad, Telangana, and the Company and the Employee each consent to the jurisdiction of such a court.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first below written.

This Agreement is signed and sealed this 30th day of September, 2021.

ACCELALPHA SOFTWARE PVT. LTD.,

DocuSigned by:

Ramana Rao

By: _____

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Name: Ramana Rao Pagadala

EMPLOYEE:

DocuSigned by:

Divakar S S

By: _____

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Name: Divakar S S

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COST TO COMPANY (CTC)	
Name	Divakar S S
Designation	Associate Consultant
WEF	02-May-2022
A. Monthly Component	
Salary Component	Monthly
Basic Salary	Rs 23,750
HRA	Rs 11,875
Flexi Basket	Rs 4,683
Sodexo	Rs 2,200
Total: Monthly	Rs 42,508
Total: Annualised	Rs 5,10,092
B. Benefit Components	
Component	Annual
Provident Fund	Rs 34,200
Insurance & Medical Benefit*(Provisional)	Rs 12,000
Gratuity **	Rs 13,709
Total: Annual	Rs 59,909
C. Discretionary Variable Pay (Annual)	
Variable Component	30,000
Total : Variable Component	30,000
Cost to Company (A) + (B) + (C) [Annual]	Rs 6,00,000
<p>Your compensation details are personal and strictly confidential only to you. This should not be shared with any person other than your reporting manager and HR.</p>	
<p>** According to the Payment of Gratuity Act, 1972, an employee is eligible to receive gratuity if he has rendered continuous service for at least five years with an organisation. This gratuity is payable to the employee:</p> <p>a) On his/her Superannuation or resignation (Up on completing mandatory tenure) * Medical provision shown for ESC only</p>	
Note :	
@ FLEXI BASKET DETAILS	Max Sub-Limits
Leave Travel Assistance / Allowance	Rs 1,00,000
Telephone & Mobile Reimbursement	Rs 12,000
Professional Pursuit allowance	Rs 12,000
<p>Above mentioned flexi basket are the max limits for the tax benefit.</p>	
<p>The Discretionary Variable Compensation is dependent upon Employees performance and Company's performance. The Discretionary Variable Compensation will be prorated based on Employee's tenure during the Compensation Year. The Company may, at any time and in its sole discretion modify or suspend any of the terms and conditions of the Discretionary Variable Compensation guidelines.</p> <p>The Salary structure given is tentative and may change for 2021 - 2022 based on the new guidelines issued by the Govt of India as and when they come into effect.</p>	

AGREEMENT UNDER THE SERVICE CONTRACT

Agreement of Service Contract made on this the day of 28th September 2021, BY AND BETWEEN

M/s. Accelalpha Software Private Limited a company Registered under The Companies Act 1956 having its Registered Office at 1-10-221, Street No. 5, Ashok Nagar, Hyderabad — 500020 represented by its Authorised Signatory Mr. Ramana Rao Pagadala, The Operations Lead of the Company hereinafter referred to as First part/Company/Employer for brevity which term shall unless repugnant to the context mean and include its Successors-in-interest, sister companies, subsidiaries, and assignees

AND

Mr. Divakar S S S/o A S Sakthivel aged about 20 Years, currently residing at House No-37, Krishnan Street, Erode, Karungalpalayam, Tamil Nadu-638003 hereinafter referred to as Second Part/Employee/candidate.

WHEREAS

1. The Second part approached the first Part for a suitable employment in first Part Company Accelalpha Software Private Limited
2. The First Part after scrutiny of education qualification certificates of the Second Part has interviewed the Second Part for suitable position and agreed to appoint the Second Part as employee of Accelalpha Software Private Limited.
3. The Second part except basic knowledge has no other advance knowledge/experience in the related technologies, which the First Part is involved in. The effective use of high technologies can be acquired mainly through special training and/ or on the job training during the service in the company including probation period.
4. The Second part has stated to the first part that he is of sound mind and is medically fit to work and perform development tasks assigned to him.
5. The First Part will take the Second part on board for the Associate Consultant position, where he/she will initially learn by observing our team and participating in development on key projects. Second part will have the opportunity to ask questions and company will share useful resources that will help employee to develop in his/her role. Company will nominate a trainer from within the company or external resources where necessary. At some point, if/when company believes employee to be ready, he/she will let the employee be more hands-on in more demanding tasks. Before that the company will also ensure that employee gets hands-on practice less demanding tasks that are going on within the company.
6. The training substantially improves the professional standing of the employee and it has been imparted by the First Part at considerable expenditure as an investment. The company expects a commitment (elaborated below) from the second part to recover its expenditure or seek a penalty for non-fulfilment of the same.
7. The expenditure involved in imparting the said training to the second part is several times in excess of the money demanded from him/her.
8. The First Part specifically mentioned to the Second Part that the Second Part must serve Accelalpha Software Private Limited irrevocably for a term of Twenty-four (24) months and enter into an “Agreement under the Service Contract”.
9. The Second Part has agreed and accepted the offer made by the First Part on such terms and conditions as mentioned herein.

NOW IT IS HEREBY MUTUALLY AGREED TO BY AND BETWEEN THE PARTIES AS UNDER: -

- I. The Second Part has agreed to irrevocably serve Accelalpha Software Private Limited for a term of Twenty-four (24) months on such terms and conditions as mentioned herein.
- II. The period of Twenty-four (24) months for this agreement starts from the date the Second Part joins the Office.
- III. The Second part if resigns from the services of the First Part earlier than the period as agreed and as stated at clause I for any reason attributable to the second part, then Second part hereby agree to give 60 (Sixty) days' notice to the first part and second part further agree to abide with clause No IX as stated hereunder.
- IV. During the period of the contract, the Second Part shall faithfully, diligently and to the best of the ability discharge the responsibilities. The Second Part shall confirm to carry out and obey all orders, directions and instructions of the first part and/or Authorities during the term of his employment and shall use his endeavour to promote the interest of Accelalpha Software Pvt. Ltd.
- V. The Second Part shall devote his time and attention in receiving the necessary instructions or other purposes for which he has been engaged and shall not absent himself from duty at any time without prior written sanction of the First Part.
- VI. The Second Part shall carry out all the duties and responsibilities of his position and shall perform all such work as may be entrusted to him or as he may be called upon or required to do such capacity, with due-diligence, punctuality and to the best of his ability and skill, and shall conduct himself honestly, faithfully and diligently at all times throughout the period of the term of his employment and shall not be guilty of any negligence, misconduct or misbehaviour or commit any breach of this Agreement.
- VII. During the employment period and thereafter, the Second part will not give out to anyone in writing or by word of mouth or otherwise particulars or details of work process, technical know-how, research carried out, security arrangements and/or matters of confidential or secret nature which Second Part may come across during his service period with Accelalpha Software Pvt. Ltd.
- VIII. The Second Part shall subject to be governed by the service rules, standing Orders and regulations of first Part in force from time to time, so far as they are not at variance with the terms herein contained and thereafter.
- IX. In case the Second Part at any time makes a breach of all or any of the Provisions of this Agreement or fails to carry out all or any of his obligations hereunder, this Agreement shall automatically stand Terminated and the second part shall forthwith return to the First Part an amount equivalent to 6 (Six) months' worth of Gross monthly salary including any Variable Pay (VP) if paid which is the cost to the company (CTC) as stated in the offer letter. In case the Second Part fails to pay back the amount, the First Part shall be entitled to recover the same from any of the monetary claims that the Second Part may have or by having recourse to legal proceedings against Second Part at Second Part's risk, cost and/or from Second part's heirs, executors' administrators, sureties etc.,

General:

- I. First part hereby agrees to initially employ the second part as its Software Engineer and the second part hereby accepts such Offer of employment in accordance with the terms of this Agreement and the terms of the Offer Letter and employment agreement applicable to regular employees of the first part. In the event of any conflict or ambiguity between the terms of this Agreement and terms of Offer Letter or employment agreement applicable to regular employees, the terms of this Agreement shall control.

- II. Any reference to the masculine gender will also include the feminine gender and plural gender where appropriate.
- III. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- IV. Any change in the above addresses of any of the concerned parties i.e. Company or Employee, shall be duly informed to the other parties by the party whose address has changed within a period of seven days of such change.
- V. If no such change has been intimated or received, the addresses mentioned shall be deemed to be the addresses of the concerned parties.
- VI. In case of any dispute arising out of the above Agreement, the jurisdiction shall be the courts in Hyderabad. No other courts either in India or outside India shall have jurisdiction in respect of the enforcement, interpretation and other aspects of and in connection with this Agreement.

Jurisdiction:

The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be subject to the jurisdiction of the Courts of Hyderabad

IN WITNESS WHEREOF the First Part and the Second Part acting in person have signed and executed this Agreement in their respective names and on their behalf and delivered to the First Part on the Day, month and year first above written.

SIGNED AND DELIVERED BY

FIRST PART

ACCELALPHA SOFTWARE PVT. LTD.,

DocuSigned by:
Ramana Rao
By: 3BFDB52A09C74B6

Name: Ramana Rao Pagadala

SECOND PART

DocuSigned by:
Divakar S S
By: 3D2CD05A2CA9459

Name: Mr. Divakar S S



Accelalpha Software Pvt. Ltd.
1-10-221, Street No. 5, Ashok Nagar,
Hyderabad, Telangana - 500020

NEW EMPLOYEE DATA (Annexure A)

The information collected in this form is treated as highly confidential. It will be used for purposes to assist Employee and for obtaining services in a medical emergency. Employee's cooperation in completing the data is appreciated.

Employee Information:

NAME: Divakar . S S

(First) (Middle) (Last)

RESIDENCIAL ADDRESS: 37, Krishnan Street, Karungal Palayam, Erode - 638 003, Tamilnadu.

CITY: Erode STATE: Tamilnadu

ZIP CODE: 638003

PHONE: 6385228090

PAN Number: GCZPD4999E

Aadhar Number (Mandatory for linking the PF): 548316976873

PERMANENT ADDRESS: 37, krishnan Street, Karungal Palayam, Erode - 638 003, Tamilnadu.

CITY: Erode STATE: Tamilnadu

ZIP CODE: 638003

PHONE: 6385228090

Position at Accelalpha: Associate Consultant

Email: divasakthi07@gmail.com

Initial: SS

Birth date: 06/27/2001 (mm/dd/yyyy)

Marital Status: Married Single _____

Gender: Male Female _____

Spouse Information:

NAME: NILL NILL NILL
(First) (Middle) (Last)

Birth date: NILL (mm/dd/yyyy)

Children Information:

1. NAME: NILL NILL NILL
(First) (Middle) (Last)

Birth date: NILL (mm/dd/yyyy)

2. NAME: NILL NILL NILL
(First) (Middle) (Last)

Birth date: NILL (mm/dd/yyyy)

Medical emergency contact:

Name: Sakthivel A S

Address: 37, Krishnan Street, Karungal Palayam, Erode - 638 003, Tamilnadu.

City/State/Zip: Erode/Tamilnadu/638003

Phone Number: 9865333423 Relationship: Father

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that a false statement may disqualify me for benefits.

EMPLOYEE:

By _____

Name:

DocuSigned by:
Dinakar S S
3D2CD05A2CA9459...