

Registered Office

185, Third Main Road, Natesa Nagar
Virugambakkam Chennai 600 092 TN India
+91 44 4910 2200
CIN U72900TN2010PTC077255

September 28, 2021

Dear **Manoj Prabakaran**,

Welcome to the Vuram family!

We have the pleasure of offering you a job at Vuram as a “**Associate Technical Consultant**”. We at Vuram are keen on providing an excellent environment for work, a great learning environment, a friendly workplace, an organization driven by its values and principles. We work together to deliver the highest quality service to our customers. We hope that you will have a rewarding, successful and enjoyable time working with us.

Please find enclosed your detailed appointment letter. A copy of the same is to be signed and submitted by you on your date of joining. This offer is subject to providing all the required documents and agreeing to all the offer terms and conditions.

We look forward to you having a long and fruitful relationship with us.

Warm Regards,



Prabhavathi Macheri Shanker
Director, Vuram

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Offer Details

Appointment & Compensation

1. Your employment start date will be informed.
2. You will be on training and probation for the first six full calendar months of your employment.
3. During this period, you will earn a total of Rs. 21,900/month. This amount will be credited to your bank account on the last working day of the month.
4. Your salary breakdown during your probation period will be as follows:

Category	Monthly Pay(INR)
Basic	11,700.00
House Rent Allowance	5,850.00
Commutation Allowance	1,600.00
Medical Allowance	1,250.00
Internet Allowance	1,000.00
Fitness Allowance	500.00
Gross Salary #	21,900.00
Employer PF Contribution	1,800.00
Total	23,700.00

Employee PF of Rs. 1800 and Professional Tax (based on Government estimates) will be deducted from your salary. Employer PF of Rs.1800 will be credited to your PF and related accounts

5. Your compensation will be pro-rated for any partial months worked
6. During your probation period, you will be eligible for insurance and PF benefits as per company policy.
7. If you decide to leave Vuram during probation, you will have to serve a minimum notice period of 3 - months. Vuram retains the right to request work beyond the 3-month notice period as may be the case.
8. Your employment will be confirmed upon successfully completing your probation period. Vuram retains the right to void this employment offer in the event of unsatisfactory performance during the probation period without any notice.

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9. Upon confirmation, your salary will be as per the table below.

Category	Monthly (INR)	Annually (INR)
Basic	17,600.00	2,11,200.00
House Rent Allowance	8,800.00	1,05,600.00
Commutation Allowance	1,600.00	19,200.00
Medical Allowance	1,250.00	15,000.00
Internet Allowance	1,000.00	12,000.00
Fitness Allowance	500.00	6,000.00
Other Allowance	250.00	3,000.00
Gross Pay	31,000.00	3,72,000.00
Employer Provident Fund	1,800.00	21,600.00
Bonus Potential		37,200.00
Gratuity		10,154.00
Insurance Cover		9,930.00
Total		4,50,884.00

a. Employer Provident Fund

Employer PF contributions will be automatically credited to your PF and other related accounts, details of which will be shared with you within 2 months of your employment commencement.

b. Bonus

Bonus Potential will be paid in the month of December every year. Actual Bonus Potential payout will be determined based on Individual Performance and prorated to the number of full months worked in the current calendar year. Probation period will be excluded in computing number full months worked.

Bonus is paid based on your joining date.

You are eligible for a bonus during the current calendar year only if your joining date is on or before 21st October. If you join Vuram after this date, you will be eligible for a bonus starting from the subsequent year.

c. Gratuity

Gratuity will be credited to a company escrow account. Gratuity payments are realized only upon employment termination post serving a minimum term of 5 continuous years.

d. Insurance

Insurance is calculated as the premium for self and 2 dependents (parents, spouse, kids) for a cover of Rs. 2,00,000 per insured. The Insurance cover provided by Vuram can be used for up to 5 dependents. The amount quoted in the salary breakdown is an indicative premium Vuram pays for self and 2 dependents in the age group of 40-50. The actual premium paid by Vuram could vary based on additional parameters.

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You will be eligible for the group health insurance policy after completion of 3 months from your date of employment.

10. Your total annual Cost to Company (CTC) is Rs. Four Lakhs Fifty Thousand Eight Hundred and Eighty-Four Indian Rupees (Rs. 4,50,884.00)

11. During your employment with Vuram, you will also receive the following perquisites per annum.

Perquisites	Amount (INR)
Food & Beverages	19,800.00
Annual Perquisites Total	19,800.00

You will be eligible to opt for free breakfast and subsidized lunch (charged at Rs.40/day) at the office. The perk shown above is calculated assuming 220 workdays in a calendar year. This perk cannot be exchanged or traded for cash benefits.

12. Professional Tax, Income Tax and Employee PF contribution as applicable for your earnings will be deducted from your monthly salary. Your salary will be subject to all taxes as per the tax laws of India and other statutory fees.

13. Salary Revision

The salary revision happens yearly during the month of January. The first revision cycle varies based on the joining date.

If you join Vuram on or before 31st August 2021, you will be eligible for a salary revision in the month of January 2022. In case your date of joining falls on or after 1st September 2021, your salary revision will happen only in the month of January 2023.

14. Changes in your compensation are discretionary and will be subject to and based on effective performance and results during the period and other relevant criteria.

15. Your training location and job location will be at any of the Vuram-India offices. You might be required to work from the various offices from time to time.

16. There might be an occasional need to work during business days and hours of the customer.

17. This offer is provisional to the verification of details furnished by you during the discussions and interviews held so far. If any of these details are found to be incorrect or falsified at any point of time during your employment, this offer letter, and/or subsequent employment status stands cancelled with immediate effect.

18. This offer is valid till **30th of September 2021**, If you do not confirm the acceptance within this period, Vuram has right to withdraw the offer.

19. You will be entitled to leave, holidays and working hours as applicable to your category of employees, the project you are working on and the location of your posting.

20. Irrespective of your work location you can avail a total of 15 days off in a calendar year. For partial years worked, your vacation days will be proportionately adjusted.

21. At the time of joining Vuram, please bring with you the following documents:

- Copy of signed Vuram offer letter
- Copy of 10th & 12th mark sheets

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- c. Copy of Degree certificates
 - d. Copy of your passport.
 - e. Copy of your PAN Card.
 - f. Copy of your Aadhar Card
 - g. Copy of Bank passbook first page or cancelled cheque leaf.
 - h. Copy of previous companies offer letter, relieving letter and last 3months payslips.
 - i. Medical fitness certificate
 - j. Passport Size Photograph
22. Your offer is contingent on you producing all the above documents. Vuram reserves the right to revoke this offer if you do not meet this academic requirement or if any of the information you have furnished leading to your selection is found to be misrepresented.

Other Benefits

23. Vuram aims to provide an excellent workplace for its workforce that is comfortable, enriching, and fun. There are several events organized by Vuram throughout the year that you can opt-in.
24. You will be entitled to the complimentary snack and beverage facilities in the premises.
25. You will be entitled to avail free transportation provided by Vuram for a pick-up and drop-off at a predetermined spot (Available only at Trichy office).
26. You will be entitled to avail a one-time reimbursement of up to Rs. 1250/- towards purchase of a data card of your choice within three months from the date of joining.
27. Under Vuram Works initiative, You will be entitled to avail a one time reimbursement of Rs. 10000/- towards work-from-home set up support which will be paid as an expense reimbursement after 2 months of expenses submission.

Responsibilities

28. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results.
29. You are not to engage in any activity that has or will have an adverse impact on the reputation/image and business of Vuram, whether directly or indirectly.
30. You will be required to undertake travel on Vuram's work for which you will be reimbursed travel expenses as per the policy applicable to you.
31. You will always be required to abide by Vuram's policies. These policies may be updated from time to time and you will be required to comply with these updates as well. Any such change in policy will be communicated to you.
32. You are expected to perform your duties in an ethical and integral way. Non-compliance with Vuram's policies and any unethical behavior could result in termination.
33. In connection with and during the course of your employment, you shall disclose all the development developed or conceived by you solely or jointly with others and assign to Vuram as its exclusive property, which becomes an intellectual property of Vuram.

Conflicts of Interest

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34. You are required to engage yourself exclusively in the work assigned by Vuram and shall not take up any independent or individual assignments (part time, full time or in advisory capacity) directly or indirectly without the written consent of your manager.
35. You shall not be involved, directly or indirectly or have any interest in or perform any services for any person or organization that are involved in activities, which shall be in conflict with interests of Vuram
36. You shall not subcontract your work out to any individual or organization or provide access to your system or disclose any information you are presented with at Vuram to any organization, group or individual who may or may not have a conflict of interest with Vuram
37. You are not to solicit, induce or encourage
 - a. Any employee of Vuram to terminate their employment with Vuram or to accept employment with any competitor, supplier or any customer with whom you have a connection
 - b. Any customer or vendor of Vuram to move his existing business with Vuram to a third party or to terminate his business relationship with Vuram
 - c. Any existing employee to become associated with or perform services of any type for any third party.
38. In the event of your separation from Vuram , either initiated by you or by Vuram, You shall not recruit/ refer for employment any employee working in Vuram for a period of 12 months commencing from the last day of your employment with us. Any violations of this covenant will lead to legal consequences as provided in this agreement.

Non-compete

39. You shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of Vuram nor engage in any activity that conflicts with your obligations to Vuram;
40. **Solicit Business:** You shall not solicit, endeavour to solicit, influence or attempt to influence any client, customer or other Person directly or indirectly to purchase Vuram's product and/or services to himself or any Person in competition with the business of Vuram;
41. **Solicit Personnel:** You shall not solicit or attempt to influence any person employed or engaged by Vuram (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with Vuram or to become the Founder of or directly or indirectly offer services in any form or manner, during or after your Term of this contract, any Person who is a competitor of Vuram;
42. Vuram acknowledges and agrees that the above restrictions are considered reasonable for the legitimate protection of Vuram's business and its goodwill but in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Article valid and enforceable. Notwithstanding the limitation of this provision by any law for the time being

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in force, the parties undertake to, at all times, observe and be bound by the spirit of this Article. Provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which the restrictions contained in this Article were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.

43. You acknowledge and agree that the covenants and obligations with respect to non-compete and non-solicitation as set forth above relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable injury to Vuram. Therefore, you agree that Vuram shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations contained in this Article. These injunctive remedies are cumulative and are in addition to any other rights and remedies that Vuram may have at law or in equity.
44. You shall not take up as a consultant or enter into any arrangement with any other company/ Person/ firm or association engaged in any of Vuram's competing Service for a period of eighteen months from the date of leaving Vuram for any reasons. The expression "Competing Service" is understood as "any involvement with the type of products, processes or services which you have during the term of this contract with Vuram (a) worked on; or (b) acquired or had access to (c) been trained to do.

Confidentiality

45. **Your Salary information is confidential and should not be discussed, disclosed, shared with anyone other than the authorized finance representative of Vuram or with the Chief Executive Officer. Breaching this clause of your agreement, will lead to immediate termination of your employment.**
46. You will be privy to information pertaining to Vuram and Vuram's Client's business from time to time as an employee. You will maintain as confidential, all such information that you gain while in employment. To communicate this understanding in more formal and legal terms, you will be required to sign the Vuram's Non - Disclosure Agreement on your joining date.

Intellectual Property

47. If you create any work in which any copyright, design right or similar rights may exist during your employment (including any work created during any time spent by you on Vuram's business outside your normal working hours and which relates to that business), those rights shall belong to Vuram. You shall not be permitted to share such intellectual property in physical or digital format outside Vuram.
48. If you make any invention, whether patentable or not, which relates to or is capable of being used in any business activity of Vuram in which you have been actively involved at any time during the period of two years before making such invention, you must disclose it to Vuram immediately, and the ownership of the invention shall be determined in accordance with Section 39.9 of the Patents Act 1977.

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Social Media Postings

49. Due to the sensitive and exclusive nature of most events, as well as corporate confidentiality and securities regulations, it is the policy of Vuram to prohibit anyone from taking pictures, posting or making public comment on or about any of company's executive committee members, employees, attendees, partners, speakers, etc. - as well as its brand assets, product knowledge, proprietary content and other such protected confidential information. Posting of all visual content (images or video) displaying or depicting corporate branding (logos, etc) are prohibited. These elements and others are the copy-protected property of Vuram clients acquired spending a great deal of resources promoting and marketing. There are strict guidelines governing the proper use of their branding elements and publishing of such photos will violate the undertaking given to the customers, which will result in claim for damages. You should ensure that none of the Logos are present in any of your personal social media postings. Violation of this clause will have serious legal consequences including termination of employment, criminal action and claim for financial damages.

Termination & Notice Period

50. Vuram retains the right to terminate your employment agreement for any violation of the terms and conditions in this agreement, any misdemeanor or any act on your part that adversely affects Vuram's customers, its employees or its affiliates.
51. If you decide to leave Vuram at any point of time, you are required to serve a minimum notice period of three (3) full months. Vuram retains the right to request work beyond the 3-months' notice period as may be the case.
52. Your performance during the notice period is expected to be at the satisfactory level. If performance is found wanting and the same will be communicated to you. In that event Vuram retains the right to terminate your employment earlier due to unsatisfactory performance during your notice period. In this case you will be required to pay the full three months' salary. Upon payment you will be provided the relieving and experience documents.
53. In the event of not completing your entire notice as mentioned in your offer, you will be required to pay for the entire notice period. You would be provided the relieving and experience documents only upon completion of your entire notice period or upon paying for the notice period.
54. You will not be eligible for any revision, bonus, Corporate Group Health Insurance or any other benefits of the company once the resignation is accepted. During notice period, you will not be eligible for any leave accrual.
55. Vuram may decide to terminate your employment based on valid medical advice that you have become physically/mentally incapacitated to such an extent that you are unable to deliver the responsibilities entrusted to you.
56. Vuram retains the right to terminate your employment agreement If you do not report to work for more than 5 days, and if your leave of absence is not formally communicated. No experience or relieving letter will be provided in this case.

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57. Participation in any company event or any training program sponsored by the company will be completely under company's discretion.
58. On termination of your employment with the company irrespective of the circumstances, you are bound to return to the company: any material items belonging to the Company per inventory, and all non-material items in your possession including but not limited to Intellectual property (documentation, software, email correspondence) and any other information required for the continued execution of the duties of your role (login credentials, business contact information), physical company documents that you may have in your possession and any other company assets within your control
59. You are also bound to repay any and all outstanding debts or loans due to the company and the company is hereby authorized to deduct from any payments due to the employee the amount due to the company.

General

60. Vuram trusts that you have not provided us with any false declarations of willfully suppressed material information.
61. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing services required under this agreement.
62. It is a condition of your employment that you sign this agreement at the time of joining Vuram and you must comply with the undertaking thereafter.
63. You will be required to learn the processes being followed at Vuram from time to time and comply with the quality standards that are being enforced as part of these processes. Your adherence to these quality standards and your general attitude towards quality will be an important parameter used in evaluating your performance.
64. Your appointment and continuation in service is further subject to your fitness in health. In the event of your continuous illness for a period of 2 months or more, your services are liable to be terminated by giving one month's notice or one month's basic salary in lieu thereof. You are advised to maintain yourself in a state of medical/physical/mental fitness. This is in your own as well as Vuram's interests.
65. In case you are absent yourself from duty for 7 consecutive days or more or extend leaves at your own and without consent of management beyond originally granted leaves, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a termination of the service by Vuram and compensation, if any, will not be paid. You will also be liable to pay the notice period dues to Vuram. You will also ensure safe return of all the properties including confidential information under your possession failing which Vuram will initiate appropriate action for recovery.
66. Any breach of conditions specified in this offer document shall have serious legal consequences including but not limited to termination of your employment, criminal action and claim for damages.
67. Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this terms of Employment, of the breach, termination, effect, validity, interpretation or non-maintaining the secrete policy of Agreement or as to

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their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the Parties by mutual negotiations and agreement. If, for any reason, the Parties cannot resolve such Dispute amicably, the same shall then be referred to and settled by way of arbitration proceedings by appointment of a sole Arbitrator by Vuram. The decision of the Arbitrator shall be final and binding upon the Parties. The venue of arbitration proceedings will be at Chennai. The language of the arbitration and the award shall be English.

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

Yours Sincerely
For Vuram Technology Solutions Pvt Ltd



Prabhavathi Macheri Shanker
Director, Vuram

I, _____ agree to accept employment on the terms and conditions mentioned in the above letter.

Date: _____ Signature: _____