

Appointment Letter

Date: Nov 20, 2021

Ms. Pavithra AN

2/66 DC Periyasamy Colony
Near Anand Theatre
Pidamaneri
Dharmapuri 636705
Email : pavithraan.nvk@gmail.com

Dear Pavithra,

Sub: Student Internship & Employment Offer

DIGIKRIYA is pleased to extend an offer you for a Student Internship position within our DEVNET Department. The Position is for **STUDENT INTERN** for a period of 4 months based in Perundurai, Tamil Nadu India 638052, effective **Jan 01, 2022**

You will be paid a fixed stipend of **INR 25,000 (TWENTY-FIVE THOUSAND Indian Rupees)** for your 4-month internship.

Further to fulfilling your university requirements and Subject to successful completion of your current Bachelor's Degree Course and Student Internship program, DIGIKRIYA wishes to further extend offer of employment of **SOFTWARE ENGINEER – DEVNET** Position, effective **May 01, 2022** as per the terms and conditions specified below.

- a) You will be placed within the salary range of **INR 2 Lakhs to INR 2.5 Lakhs Annualized Salary (Indian Rupees Only)** at the discretion of company based on your performance during student Internship. The exact breakup of the salary will be confirmed after your Student Internship more fully described in the updated employment offer letter.
- b) You will be entitled for **INR 20,000 as** joining bonus which will be paid along with May 2023 salary upon completion of **12 months** from the date of joining. The joining bonus will automatically void if you are not on the payrolls of the company effective May 01, 2023.
- c) In addition, you will be eligible to be considered for an incentive bonus for each fiscal year of the Company. The bonus (if any) will be awarded based on your Individual Performance and Company financial performance overall objective or subjective



criteria established by the Company's Chief Executive Officer Your target bonus will be up to **15% of your annual salary**. Any bonus for the fiscal year in which your employment begins will be prorated, based on the number of days you are employed by the Company during that fiscal year. Any bonus for a fiscal year will be paid in December after the close of that calendar year, but only if you are still employed by the Company at the time of payment. The determinations of Company Management with respect to your bonus will be final and binding.

- d) This appointment is governed by various policies of the Company for the time being in force and subsequent amendments made thereon, if any, from time to time.
- e) Salaries, facilities and other allowances and reimbursements payable are subject to tax to be deducted at source by the Company.
- f) The Company reserves the right to alter the structure or other elements of the compensation entitled to you.
- g) Your salary details are strictly confidential and should not be shared with other team members.
- h) Your initial posting will be at Perundurai, Tamil Nadu India 638052 but you may be required to transfer to another Company location/s, department, establishment, or branch, or any subsidiary, associate, or affiliate of the Company, and in such capacity as the Company may from time to time determine. In such case, you will also be governed by the terms and conditions of service applicable to the new assignment. You may be required to travel on behalf of the Company and will be reimbursed for such travel as per Company travel policies.
- i) Post completion of your Student Internship, you will be on probation for a period of six months from the date of joining as **SOFTWARE ENGINEER – DEVNET**. This period may be extended based on your performance at the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise in writing. During probation, your employment may be terminated by either party with 30 days' notice in writing or payment of 30 days salary in lieu of notice. At the end of the probation period, the company reserves the right to extend your probation for a further period it deems appropriate. At the end of extended period, subject to your performance, your services may be confirmed or terminated in writing.
- j) Your work timings will be according to the shift timings assigned by the Manager



- k)** Any incremental promotions are discretionary and may be awarded based on considerable performance and results achieved during the period reviewed.
- l)** Please note that Income Tax on all salary components including all Allowances, Bonus etc. are computed per Income Tax Act 1961 and rules there-under as amended from time to time.
- m)** You will be required to produce satisfactory proof of age, educational qualification, and relieving letters from previous employer if any, Form No. 16 and other documents specified by the DIGIKRIYA in the offer letter. This offer is contingent upon a successful employment verification of criminal, education, and employment background, which you have provided on your employment application. This offer can be rescinded based upon data received in the verification.
- n)** You will be entitled to take 15 days of Casual Leave and 12 Days of Medical/Hospitalization Leave Annually per the Company Leave Policy. As a responsible employee, you should inform your Manager, possibly in advance if you are unable to come to work. This allows your Manager to plan for alternative work arrangements in your absence
- o)** As a Start-up company, DIGIKRIYA is yet to register its employees under the Provident Fund scheme, However the company will contribute towards Provident Fund when its India legal entity meets the minimum mandatory employee headcount as laid down by the EPF Act. However, employees can also register voluntarily as they deem fit.
- p)** Your position is a full-time position and you shall devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during your employment with the Company without permission in writing from DIGIKRIYA
- q)** You will be required as a condition of employment to sign the Non-Competition, Non-Solicitation, Proprietary and Confidential Information, and Developments Agreement with DIGIKRIYA. This Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, non-disclosure of Company proprietary information, and non-competition with the Company.
- r)** The Company prides itself on maintaining the highest order of ethical conduct in its dealings with customers, suppliers, agents, and governments. As part of your



employment, it is important that you fully understand this philosophy and the policies governing it. Accordingly, you will be required as a condition of employment to sign an acknowledgement of DIGIKRIYA Code of Business Conduct and Ethics.

- s)** If any declaration given or furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, your services may be terminated at the Company's sole option.
- t)** You may resign your employment at any time on giving the required notice. Similarly, the Company is free to conclude its employment relationship with you. Your employment may be terminated by either party with 60 days' notice in writing or payment of 60 days salary in lieu of notice. Notwithstanding anything herein contained, in the event of any breach by you of any of the terms and conditions herein contained or any of DIGIKRIYA's Policies, Rules and Regulations, Non-Competition, Non-Solicitation, Proprietary and Confidential Information and Developments Agreement, or Code of Business Conduct and Ethics, the Company will have the right to terminate your appointment and service without any notice or notice pay or compensation whatsoever. This Appointment Letter is not to be construed as an agreement, either express or implied, to employ you for any stated term. The foregoing provisions are also applicable to employees who are under probation.
- u)** On acceptance of the separation notice and before you are relieved of your responsibilities, you will give to the Company all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, etc., and you shall not make or retain any copies thereof.
- v)** You should conduct yourself in such a manner as to justify the trust and confidence reposed in you and act at all times in consistence with the position you occupy and the responsibility vested on you.
- w)** Your employment with the Company shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings. Disputes, if any, arising out of your employment with the Company, are subject to the exclusive jurisdiction of competent courts or tribunals situated in Tamil Nadu INDIA.
- x)** The above terms and conditions are subject to Company Policy published via Employee Handbook for India as amended from time to time and other Policy documents. By signing the duplicate copy of this letter and returning it to us, you assert that the terms and conditions of this appointment letter are acceptable to you and that you accept the appointment offered to you according to those terms.



y) This offer letter represents the full extent of the student internship offer and subsequent conditional Employment offer supersedes any prior conversations about the position. If you have any questions about this offer, please contact the undersigned. Please review this letter in full, and sign and return it via email to krish@digikriya.com to confirm your acceptance of the position no later than close of business on Nov 23,2021.

Notwithstanding anything herein contained, in the event of any breach by you of any of the terms and conditions herein contained or any of the Rules and Regulations of the Company, the Company will have right to terminate your appointment and service without any notice or notice pay or compensation whatsoever.

We welcome you to the DIGIKRIYA family and look forward to a long and mutually beneficial association

For DIGIKRIYA,

Krish

**KRISHNAMURTHY.VS
CEO & Founder**

I confirm that I have received my electronic copy of the appointment letter and I accept the appointment offered according to the terms and conditions detailed above and in the enclosed appendix.

Appointee: _____ **Date:** _____
Name Signature