

**08.Jan.2025**

**Mr. A Edwin John,**  
2/256, Kamaraj Street,  
M.A Nagar, Redhills,  
Chennai - 6000052.

**Dear Edwin,**

### **Appointment Letter**

Congratulations! We welcome you to the family of Neolync. With reference to our Offer letter No. **NEPL/HR/LO/2024/21**, dated **11.Nov.2024**. We pleased to appoint you as **Manager - Human Resources** in our Company under the following terms and conditions.

1. You will be appointed as **Manager - Human Resources** and the commencement of your employment with the Company on **08.Jan.2025** with gross annual CTC package would be Rs. **21,50,000/- (Rs Twenty-One Lakhs Fifty Thousand Only)**.
2. You will be on probation for Six months from the date of your commencement with the Company. During this period, the Company will monitor your performance and conduct.
3. The Company reserves the right to extend the probation period for a further term of three months, at the sole discretion of the Company, to enable it to better assess your performance and conduct. At the end of the probation period or the extended probation period, the Company will review your performance and conduct and, if the Company finds them to be satisfactory, your appointment will accordingly be confirmed in writing.
4. During the period of probation, your service could be terminated giving one month written notice or one month's salary in lieu thereof. After confirmation your service, your resignation or termination of service, either side will have to give a notice of three month or pay three months. Gross salary in lieu of such notice (management has full rights to agree or disagree of pay three months gross salary in lieu of such notice.
5. You will be required to perform any function within the range of your skill and capability, which the Company considers necessary to promote and maintain the business/services of the Company. You will report to your immediate supervisor or such other person, as informed to you by the Company, from time to time.
6. This appointment is subject to you being found and certified physically and mentally fit by a qualified registered medical practitioner nominated by/ acceptable to for which purpose, you are required to undergo annual medical check-up.
7. Your normal place of work will be at the Company's factory at **Neolync Electronics Private Limited**, SY NO. 338/8,339/1,2,3,Sricity, Benjamin Road, Chilamathur V, Varadaipalem Mandal, Andhra Pradesh - While employed with the Company, you agree and acknowledge that you may, at the discretion of the Company, be required to work for, either wholly or partially, or be transferred / seconded to another branch office, subsidiary, group company or any affiliate of the Company, or at any other location situated either within or outside India from time to time, to meet the Company's business needs, whether for a temporary period or on a permanent basis.
8. During your employment you may be liable to be transferred or deputed to any of the offices, divisions, department /units or to any other town/city anywhere in India or abroad, without any change in the terms and conditions of your employment either existing or to be set up in future.

9. Your employment and its continuance are subject to the following: (i) you are found to be medically fit for employment; (ii) background verification is to the satisfaction of the Company; and (iii) submission of relevant documents, as may be requested by the Company, before or after the commencement of your employment.
10. If you fail to produce the required documentation on request, or if the Company receives any negative results or feedback (as determined by the Company in its sole discretion), or if any of the above conditions is not met, then, notwithstanding anything to the contrary, the offer of employment by the Company may be withdrawn and if already accepted, the Company may terminate your employment with immediate effect without notice or any payment in lieu of notice.
11. Your annual cost to company detail will be set out in **Annexure I** hereto. ("Remuneration"). In addition to your Remuneration, you may be eligible for bonus and benefits in accordance with the prevailing Company benefit policy. In addition, you will be reimbursed all official expenses incurred as per Company policy as laid down from time to time.
12. Your annual Remuneration will be reviewed periodically, however, you acknowledge and agree that any revision or increment in your remuneration and percentage of increment, if any, will be at the sole discretion of the Company and cannot be claimed by you as a matter of right.
13. The Company regards remuneration and employment conditions as confidential between the Company and the concerned employee. You shall not divulge such confidential information relating to remuneration and employment conditions (whether applicable to you or any other employee of the Company) to another employee or third party without the prior written permission of the Company.
14. Subject to applicable laws, none of your rights to receive Remuneration or any form of compensation payable or benefit pursuant to this letter may be assigned or transferred except by operation of law. Any other attempted assignment, transfer, conveyance, or other disposition of your right to compensation or other benefits shall be null and void.
15. Your working hours will be as per the applicable Policies of the Company. However, the Company reserves the right to require you to work different or longer hours or on holiday., and/or at weekends or other public holidays, if necessary, for the proper performance of your duties, subject to and in accordance with applicable laws.
16. You will be entitled holidays on festivals and public holidays in accordance with the Policies of the Company. You will separately also be entitled to earned leaves, sick leaves, casual leaves and other leave in accordance with the Policies of the Company. Female employees will also be entitled to maternity leave and other related benefits in accordance with the applicable provisions of the Maternity Benefits Act, 1961.

Notwithstanding the above, the Company reserves the right to terminate your employment without prior notice or payment in lieu of notice, if you act in contravention of the terms of this letter Employment Conditions or if you perform any act of misconduct in accordance with the relevant provisions of Company's certified Standing Order. Without prejudice to the general meaning of the term misconduct and not intended to be all-inclusive and without being exhaustive, it shall be deemed to mean and include the following acts or omission whether committed alone or in combination with others, shall treated as misconduct.

- (a) Non-performance of, or negligence in the conduct of, any duty assigned to you pursuant to this letter.

- (b) If you have conducted yourself in any way that is inconsistent with the due and faithful discharge of your duties or the terms of this letter or the provisions of the Companies Act;
  - (c) If you have engaged in any form of harassment, including sexual harassment, or other discriminatory behaviour;
  - (d) Wilful insubordination or instigation thereof, disobedience, impertinence / instigation thereof whether alone or in combination with another or others, of any lawful and reasonable order of the superior If you have wilfully disobeyed a lawful or reasonable order from the Company or the internal policies of the Company.
  - (e) If you are found to have committed any dishonest act or if your actions and/or omissions has resulted in, or are reasonably expected to result in damage to the Company, its affiliates, any of their officials or any other person connected with the Company, or their goodwill;
  - (f) If you have committed any fraud or have assisted in the conduct of a fraud, or have otherwise not been ethical and diligent;
  - (g) If you have made or given a false statement or document testifying to your ability or competence or relating to your state of health knowing that it is false;
  - (h) If you have been found to be under the undue influence of drugs or alcohol during office hours or business events; and/or
  - (i) On any other acts of misconduct including, without limitation, conviction for criminal offences, disloyalty, moral turpitude etc., not befitting your position in the Company:
  - (j) Refusal to work or Striking work or instigating others to strike work in contravention of the provision of the Industrial Dispute Act, 1947 or adopting go slow, stay-in strike or any other form of refusal to work or disturbance to work, either singly or along with other in contravention of the Standing order or any law, rule or enactment, issued from time to time and/ or any office order either issued or instruction for the time being in force.
  - (k) Failure to observe safety instructions, unauthorised removal, interference or damage to machinery, guard fencing and other safety device installed in the premises or industrial establishment.
  - (L) Convicting in any court of law for any criminal offences, involving moral turpitude. Commission of an offence as defined under the IPC or any other provision of the law, thereby damaging the image of the establishment.
18. You will retire or superannuate from the service on completion of age 58years and for this purpose, the date of birth in the service record is final and is not liable to change subsequently.
19. Upon cessation of your employment, for any reason whatsoever, you will immediately return to the Company (or its authorised representative) any property of the Company which may be in your possession, custody or control including, without limitation, all documents, correspondence, records, notes, reports, equipment, business cards, keys, company vehicle, security and computer passes, credit or charge cards, laptops, mobile telephones, company badge, vehicles (including its keys and documentation) and any copies thereof, which belongs to the Company or contains Confidential Information about the Company, its affiliates, their employees, staff, representatives, directors, customers and/ or suppliers.



**Neolync Electronics Private Limited**  
228-230, IT Park, Kurukalva, Renigunta  
Chittoor, Andhra Pradesh, 517520 INDIA  
CIN: U74999KA2019PTC121317  
contact@neolync.com

Please sign the duplicate copy of this appointment letter and return it to us as your acceptance of the appointment and the terms and conditions mentioned herein. This appointment shall be effective from **08.Jan.2025**.

Wishing you all the very best and successful new endeavour.

**For Neolync Electronics Private Limited**

**Mallikarjun Josyula**  
General Manager - Human Resources

I have gone through the terms and conditions as mentioned in this appointment letter and here below appends my signature in acceptance of the same. I have also initialled the previous pages as my acceptance of terms.

**Place:**

**Date:**

Signature of **Edwin John**

### Annexure

**Name** : Edwin John  
**Designation** : Manager  
**Department** : Human Resources

Particulars	Monthly (INR)	Annual (INR)
Basic	56,438	6,77,250
HRA	28,219	3,38,625
Special Allowance	72,594	8,71,125
Meals	2,200	26,400
Telephone & Internet Reimbursement	-	-
Professional Pursuit Reimbursement	-	-
Education Allowance	-	-
LTA	-	-
<b>Gross Salary</b>	<b>1,59,450</b>	<b>19,13,400</b>
PF Employer Contribution	1,800	21,600
Target Bonus		2,15,000
<b>Total Cost to Company</b>		<b>21,50,000</b>

1. EPF deduction will be made as per The EPF Act
2. Income Tax deduction will be made as per The Income Tax Act
3. Gratuity Will be paid as per The Gratuity Act
4. You will be covered by a Company Group Mediclaim Policy.
5. As per the Flexible Benefit Plan Policy "FBP", It can be claimed as wholly as special allowance or partially special allowance and partially as benefit or wholly as benefits. In any case the total cost to the Company on account of the flexible benefits plan will be what is indicated above.

Yours truly

**FOR NEOLYNC ELECTRONICS PRIVATE LIMITED**

**Mallikarjun Josyula**

General Manager - Human Resources

Signature of **Edwin John**

**SCHEDULE - 1**

You shall also be bound by the following terms:

**1. CONFIDENTIAL INFORMATION**

- 1.1 **“Confidential Information”** means information relating to the business, products, affairs, customers, clients, sales, techniques and finances of the Company which is for the time being confidential to the Company or is treated as confidential by it, or information which amounts to a trade secret (including but not limited to processes, policies, methods, technical data and know-how), intellectual property etc. relating to the business of the Company or any of its clients, customers, suppliers or any group or affiliate companies of the Company. Notwithstanding the foregoing, the term ‘Confidential Information’ will not include any information which is or becomes available generally or in the possession of the public
- 1.2 You acknowledge that, as an employee of the Company, you will have access to Confidential Information. You undertake to hold such Confidential Information in a fiduciary capacity for the benefit of the Company. Further, you undertake to observe the strictest secrecy in all matters pertaining to the Company, its clients, associated companies, and not to divulge or disclose at any time Confidential Information received as an employee of the Company to any unauthorised person (including other employees who are not authorized to receive the Confidential Information) during or after your employment. The Company prohibits the use of Confidential Information for your own benefit or for the benefit of any other person, firm or entity.
- 1.3 The terms of this clause shall continue to operate and apply after the termination of your employment without limit in time, but do not apply to information that is or comes into the public domain other than through your unauthorised disclosure.
- 1.4 Any breach of the obligation as set out in this clause may, in particular, lead to the immediate termination of the employment, without notice or payment in lieu thereof to you.

**2. INTELLECTUAL PROPERTY**

- 2.1 You acknowledge and agree that all intellectual property discovered or developed by you during the course of your employment shall belong exclusively to the Company (even after the cessation of your employment), and to the extent such rights do not vest with the Company, you hereby assign to the Company, on an irrevocable, unconditional, perpetual and worldwide basis, all rights, title and interest in such intellectual property. No such rights shall lapse based on the Company’s non-exercise of the same.

**3. NON-COMPETE AND NON-SOLICITATION**

- 3.1 You shall devote all your professional time to the management and operations of the Company during the term of your employment and shall not engage directly or indirectly in any trade or business or profession outside the Company, or undertake any other employment, with or without any commercial gain. Breach of this condition shall lead to immediate termination of your services by the Company without any notice or compensation in lieu thereof.
- 3.2 You shall not while during service and thereafter, directly or indirectly:
- a) solicit, endeavour to solicit, influence or attempt to influence any client or customer of the Company or any other person to cease doing business with the Company, or with a view to direct their purchase of the Company’s products and/or services to yourself or any person, firm, corporation, institution or other entity in competition with the business of the Company;
  - b) solicit or attempt to influence any person employed or engaged by the Company to terminate or otherwise cease such employment or engagement with the Company; and
  - c) hire any person who was employed or engaged by the Company at any time while this letter is in effect.

- 3.3 You acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business and goodwill of the Company. In the event of breach or threatened breach of the covenant set forth in this clause, the Parties acknowledge that the Company will suffer irreparable harm and therefore, the Company will be entitled to an injunction restraining you from committing such breach and/or claim for damages. Nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach.

#### **4. REPRESENTING THE COMPANY**

You are not to make any representations or make any commitments on behalf of the Company and/or any subsidiaries/affiliates thereof, including by entering into any agreement with any third party, whether in writing, orally, by electronic means or otherwise, unless you were specifically authorized to do so by the Company in writing and in advance. Further, it is reiterated that, pursuant to the cessation of your employment, you will not at any time represent yourself as having any connection with the Company, save as a former employee.

#### **5. DATA PROTECTION**

- 5.1 You consent to the Company collecting and processing, both electronically and manually, your personal information including your sensitive personal data or information as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI"), in the course of your employment, for the purpose of the Company's administration and management of its employees, its business and/or operational purposes or for risk management or for compliance with applicable procedures, laws and regulations and for sharing it with third parties for the foregoing purposes. Further, you agree to intimate the Company of any change in your data within 7 (seven) working days to the Company.
- 5.2 You also consent, in accordance with applicable law, to the transfer, storage and processing by the Company of such data within or outside India, where the Company may have its offices or to the affiliates of the Company and/or any third party.
- 5.3 In the event of a change in the law applicable to data protection in India, you hereby expressly consent to the Company's continued use, storage, collection and disclosure of your personal information, to the fullest extent permitted under such applicable law. We may reach out to you for obtaining additional consents and approvals as required under the amended law and you will be required to comply with such requests.

#### **6. REPRESENTATIONS AND WARRANTIES**

- 6.1 You represent and warrant to the Company that (i) you have reviewed the letter and that you understand the terms, purposes, and effects of this letter; (ii) you have executed this letter of your own free will and without relying upon any statements made by the Company or any of its representatives, agents, or employees; (iii) the execution, delivery and performance of your duties and obligations under this letter by you does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, law, order, judgment or decree to which you are a party or by which you are bound, and does not require the consent of any third party; (iv) the services performed by you and all items and/or materials furnished by you in connection with or as a result of such services shall not infringe upon or violate the personal, civil, or property rights, or the rights of privacy of, or constitute a libel, slander, or unfair competition against or violate or infringe upon any common law right, copyright, trademark, trade name, or patent, or any other right of any person or entity; and (v) you are legally permitted to be employed in India.

#### **7. CHANGES IN TERMS**

The Company reserves the right to reasonably change the terms and conditions of this letter and the Policies of the Company, as may be required from time to time. Any such change will be notified in writing. No waiver by the Company at any time of any breach by you of, or compliance with, any condition of this Letter, or failure to strictly enforce any term hereof, shall

be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

**8. SEVERABILITY**

Each provision of this letter is severable and distinct from the other and if at any time one or more of such provisions, or part of such provision(s), is or becomes invalid, void and/ or illegal, the enforceability of the remaining provisions, or part thereof, shall not in any way be affected or impaired thereby.

**9. ASSIGNMENT**

You shall not transfer, assign or otherwise convey this letter and all or any of its rights and obligations hereunder to any party, except with the prior written permission of the Company.

**10. GOVERNING LAW AND JURISDICTION**

This letter shall be governed, interpreted, construed and enforced in accordance with the laws of India. You irrevocably agree and submit to the exclusive jurisdiction of the Courts of Bangalore.

**11. AUTHORISATION TO NOTIFY NEW EMPLOYER**

In the event of cessation of your employment, you hereby grant consent to the Company to notify any new employer and/or any third party about your obligations under this letter. If necessary, the Company has a right to disclose this letter to any new employer or third parties.

**12. COUNTERPARTS**

This Letter may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same document.

I have gone through all the terms and conditions as mentioned in this appointment letter along with its schedules and annexures and have duly affixed my signature in acceptance of the same.

Signature of **Mr. Edwin John**