



## **APPOINTMENT LETTER**

Date: 17<sup>th</sup> August 2022

**To,**

**Mr. Ganeasha Subramanian**

No.6, Temple Bells Layout,

Chikkabellandur,

Carmelaram Post,

Bangalore-560035

**Employee ID- A1318**

**Dear Mr. Ganeasha,**

We welcome you to join a progressive and winning team with a passion for technology and excellence. We provide opportunities, career advancement and development to our people and we are sure you will find your employment with us a challenging, learning and rewarding experience.

We are pleased to confirm our offer of employment with your appointment as **“Senior Account Manager”**, joining date is on **17th August 2022**, in Xencia under the following terms and conditions.

### **TERMS AND CONDITIONS OF EMPLOYMENT:**

- 1.** Your Gross Annual Remuneration will be **Rs.13,04,649/-** (Rupees Thirteen Lakhs Four Thousand Six Hundred and Forty-Nine only) the details of which are enclosed in Annexure I.
- 2. Location:** Your initial place of work will be **Bangalore**. However, your services are transferable, and you may be assigned after reasonable notice to any location in India or abroad where the Company or any one of its associates or customers, conducts business. While on transfer you will be governed by the rules, regulations, and conditions of service of that location.
- 3. Annual Leave:** You will be entitled to 24 working days of leave per annum subject to prior approval by the Company. On your joining with us, please refer to the Company’s leave policy for further details in this regard.
- 4. E-mail ID & Contact Details:** You must communicate your personal e-mail ID, at the time of joining date, such email ID, so communicated by you, can be treated as authenticated (without limiting the rights of the Company to notify / communicate you through any other mode or e-mail IDs of you) e-mail address for any communication from you. You will also keep us informed in writing of any change in your residential address, civil or marital status and such other matters.



5. **Medical Fitness:** This employment is subject to you being medically fit and the Company shall also conduct a background and reference check as per Company policy. In the event the results of such checks are unsatisfactory on any account or if any information or declaration given by you to the Company proves to be false or if you are found to have willfully suppressed any material information, your services will be terminated immediately without prior notice.
6. **Probation:** You will be on probation for a period of six months, which may be extended by the Company at its discretion. At the end of the probation period, your services with the Company would be confirmed subject to your performance meeting the requisite standards. During the probation period, the Company may terminate this contract by giving one month notice in writing or one month of Stipend in lieu of notice. In case the employee intends to leave the organization during his/her probation period they need to give 90 days' notice in advance.

However, the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.

7. **Termination:** Post confirmation, Company may terminate this contract by giving one month notice in writing or one month of Stipend in lieu of notice. In case the employee intends to leave the organization during his/her probation period they need to give 30 days' notice in advance. However, the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.
8. **Unauthorized absence:** Unauthorized absence or absence without permission from duty for a continuous period of 5 working days would make you lose your lien on employment. In such case the Company reserves the right to terminate your employment without any notice. In addition, you will be liable to payback all the expenses incurred by the Company up to the effective date of termination.
9. **Secrecy:** During the period of your employment, you will work honestly, faithfully, diligently, and efficiently for the growth of the organization. You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential, any information, instruments, documents, etc., relating to the Company that may come to your professional knowledge as an employee of the Company. You will also be required to sign a Proprietary Information and Inventions agreement on joining.
10. **Confidential information:** You will perform services for Xencia that may require Xencia to disclose confidential and proprietary information ("Confidential Information") to you. (Confidential Information is information and data of any kind concerning any matters affecting or relating to Xencia, the business or operations of Xencia, and/or the products, drawings, plans, processes, Xencia's client information or other data of Xencia that are not generally known or available outside of the company).

Accordingly, to protect the Confidential Information that will be disclosed during employment, the you agrees as follows:

- 10.1. You will hold the Confidential Information received from Xencia in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
- 10.2. You will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Xencia management.



- 10.3. You will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Xencia.
  - 10.4. You will, upon request or upon termination of your relationship with Xencia, deliver to Xencia any drawings, notes, documents, equipment, and materials received from Xencia or Xencia's client.
  - 10.5. Xencia will have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from Employee during the period of employment with Xencia, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as Xencia may deem appropriate.
  - 10.6. Xencia reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
11. During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up (whether part time or otherwise) any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. Also, you shall not commit / involve (whether directly or indirectly) in any act or omission (whether intentional or reckless or negligent or otherwise) which prejudices the interest(s) / goodwill of the Company.
  12. You shall not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products, services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the explicit written permission from the Company. Any breach thereof, shall be deemed to be a violation of the Company policies and would be treated in accordance of clause 20.
  13. **Assets and Materials furnished by Company:** Company shall own all assets, materials / equipment it provides to you. You shall return all assets, documents, files, materials / equipment upon the earlier of the termination of your services or Company's request for return of such assets, materials, etc. You shall be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody, or charge.
  14. **Non-Solicitation:** For a period of two (2) year after termination of your employment, you shall refrain from soliciting for rendering your services in any capacity to any client or customers for which you have performed services as an employee of the Company during the twelve months prior to your separation from the Company. During the term of your employment with the Company and for a period of 12 months thereon, you shall not solicit, entice our personnel, contractors to terminate their employment with us / join with any other organization / firm. For the purpose of this para the expressions client or customers mean those with whom you have interacted or dealt with by virtue of your employment with the Company, during the term of your employment with us.
  15. **Work Done For Hire:** All work product(s), tangible / intangible properties prepared or developed or conceived by you, during the term of your employment with the Company, shall be considered works made for hire owned exclusively by Company. You shall not have any rights (of whatsoever nature) in the intellectual property right (of any kind including but not limited to the right to be identified as author and the right of ownership etc) prepared or developed or conceived in connection with your services to Company.

**XENCIA TECHNOLOGY SOLUTIONS PVT LTD.**

Shalimal Arcade ,#432, 2nd Floor, 7th Main,  
80 Feet Road, 1st Block, HRBR Layout,  
Kalvan Nagar, Bengaluru –560043©



- 16. Governing Agreement:** “If you have [executed / to execute] any agreement(s) in connection with the Company then your services shall also be governed by such applicable agreement(s). With respect to any subject matter(s) / issue(s), if any conflict arises between this Appointment Letter and any such applicable agreement(s) then the respective provision(s) in such agreement(s) shall prevail over this Appointment Letter.
- 17. Tax:** All payments to you, by the Company shall be subject to the deduction of applicable taxes / levies, as per the prevailing statutory provisions.
- 18. XENCIA Technology Solutions Pvt. Ltd** reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
- 19.** Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company’s disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to payback any amount in lieu of notice.
- 20. Retirement:** You will retire on the last day of the month in which you complete sixty years of age.
- 21. General:** The above terms and conditions are based on Company policies and other rules currently applicable in India and are subject to amendments, regulations of the Company as shall be in force. Only those authorized by a specific power of attorney may sign legal documents, representing the organization. In all service matters, including those not specifically covered here, such as Traveling, Leave, Retirement, etc., you will be governed by the rules of the Company framed from time to time.

As a token of acceptance of this offer letter, please countersign this letter or reply as acceptance by e-mail to [hr@xencia.com](mailto:hr@xencia.com) else this letter would stand void.

**For Xencia Technology Solutions Pvt. Ltd**

A handwritten signature in black ink and a circular blue stamp of Xencia Technology Solutions Pvt. Ltd. The stamp contains the company name and "Pvt. Ltd." around a central circle.

**Authorised Signatory**  
Name: Kiran Kumar.S  
Designation : C.E.O

Accepted By (Employee):

Date & Signature

**Annexure I**

All the entitlements given below are applicable after you have joined Xencia Technology Solutions Pvt Ltd. The entitlements are subject to Company policies/procedures/guidelines that may be issued/ modified from time to time. All the perquisites and benefits including reimbursements are subject to Income Tax provisions which may be applicable, including taxation on perquisites value.

<b><u>SALARY COMPONENTS</u></b>	<b><u>MONTHLY</u></b>	<b><u>ANNUAL</u></b>
<b><u>Fixed Components</u></b>	In (Rs.)	In (Rs.)
Basic Pay	52,002.00	624,024.00
House Rent Allowances	26,001.00	312,012.00
Transport Allowances	2,500.00	30,000.00
City Compensatory Allowances	23,501.00	282,012.00
<b>Gross Salary – A</b>	<b>104,004.00</b>	<b>1,248,048.00</b>

PF - Employer Contribution	1,800.00	21,600.00
ESI - Employer Contribution	-	-
Performance Bonus (Per Annum)	-	-
Gratuity – Provision	-	30,001.00
Medical & Accident Insurance (Approx)	-	5,000.00
<b>Employer Contribution &amp; Variable - B</b>	<b>1,800.00</b>	<b>56,601.00</b>
<b>TOTAL CTC (A+B)</b>	<b>105,804.00</b>	<b>1,304,649.00</b>

**Gratuity:** You will be paid as per the prevailing Gratuity Act.

**Medical & Accidental Insurance:** The amount mentioned here is the premium that the company pays on your behalf.

**Other Benefits | Medical Insurance:**

All employees, their spouse, and up to two dependent children will be enrolled under the company group medical insurance scheme. Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining. To facilitate early enrollments employees are required to provide immediately on joining all information necessary for the group insurance policy. Claims will have to be submitted by the employee directly to the insurance company and will be subject to the policies of the insurance company.

**XENCIA TECHNOLOGY SOLUTIONS PVT LTD.**

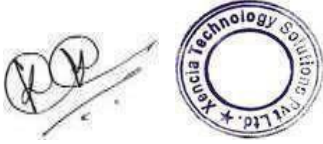
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80 Feet Road, 1st Block, HRBR Layout,  
Kalvan Nagar, Bengaluru -560043©



Hospitalization Insurance for self & 3 dependents (spouse & 2 children) upto Rs.2 lakhs  
The Company, at anytime reserves the right to review and restructure the Compensation Package.

**For Xencia Technology Solutions Pvt. Ltd**

Accepted by Employee



Date & Signature

**Authorised Signatory**

Name:Kiran Kumar.S

Designation : C.E.O

*Xencia Technology Solutions Pvt Ltd*

**Strictly Confidential**