

Date: 03 May 2023

Mr TULASINATH  
S o anga appalaraju 1  
10 237 brahman wadi near begumpet railway station begum pet hyderabad andhra pradesh 500016 500016  
Employee No: 2921552

Dear Mr TULASINATH

### **OFFER OF EMPLOYMENT**

We are pleased to offer you employment in our Organization IMSI Staffing Pvt Ltd., (hereinafter “IMSI” or “The Company”), as Storage Administrator subject to the following terms and conditions:

1. Your employment with IMSI will involve deputation to our Client/s, where you will render services to our client, at their premises, subject to the terms and conditions mentioned below and in accordance with the instructions received by you from us or any other authorized person and you will be bound by our rules and regulations. Your date of Joining would be 03 May 2023. Your annual CTC would be Rs. 1999992/- PerAnnum (Nineteen Lakh Ninety Nine Thousand Nine Hundred Ninety Two Rupees only PerAnnum)
2. Your deputation to our client/s may be extended from time to time, as decided by IMSI for specified duration and location. During the tenure of your deputation, you will continue to be an employee of IMSI, and your compensation and applicable allowances shall be paid by the Company.
3. You hereby agree to be liable for the following terms and conditions:
  - Fully perform the services, in a professional manner, at the Client’s location/s until the completion of the term of the work assignment/ deputation.
  - During the term of the work assignment, you shall render services exclusively to the Client, you are deputed to and in the discharge of your duties, and you shall not have any third party obligation, whatsoever.
  - During the term of your employment, you will be a whole-time employee of the Company and will neither seek nor accept to be employed or engaged in any manner whatsoever, directly or indirectly with any third party either in India or abroad, in any other trade, business, profession or any other employment part-time or full time anywhere, in any capacity, either honorary or otherwise, whilst in the services of the Company. The findings of the Company in this respect shall be final and binding. Breach of this condition shall lead to termination of your services by the Company without any notice or compensation.
  - You shall not engage in any conduct which is detrimental to the interests of the Client or IMSI.
  - You shall not receive payments of any nature directly or indirectly from the Client unless previously agreed to by IMSI.
  - You shall neither directly nor indirectly accept offers for employment with the Client and/or its affiliates during the period of your work assignment without prior written permission from IMSI.
  - You shall extend all cooperation to the Client’s employees, consultants, representatives, etc., and do all such things as may be necessary and comply with all terms of the Appointment letter so as to effectively and efficiently discharge your work.
  - You shall during the course of your employment, you can be transferred to any location within the territory of India or outside India as and when required by IMSI or its client for executing the services provided herein. Report and be present at the designated location during working hours and abide by the rules and regulations as required by the Client and Company.
  - You shall comply with the safety, health, and other rules and regulations of the client establishment and IMSI.
4. You agree to defend, indemnify and hold IMSI or its Client/s harmless from any and all claims, damages, liability, attorneys fees, and expenses on account of your failure to satisfy any of your obligations under this work assignment letter or for misconduct or for violation of any law or creation of any legal liability by you.
5. You shall not engage in any act subversive of discipline in the course of your duty/is for the client within the Client’s organization or outside it, and if you were at any time found indulging in such act/s, the Company reserves the right to initiate disciplinary action as is deemed fit against you.
6. Any dispute between you and IMSI shall be referred to a sole arbitrator appointed by IMSI. The arbitration shall be conducted in the English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Engagement Letter shall be governed by the laws of India.
7. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize IMSI to make all salary payments required to be made to you by IMSI, which may include reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.

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**IMSI Staffing Pvt. Ltd.**  
**(A TeamLease Company)**

**Dehra Dun Office:**  
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91 124 4049011  
91 124 4049013 (Fax)

8. You will be entitled to the employer's contribution to Provident Fund and ESI, if and as applicable, as amended by the Government, from time to time. All employees not covered under the ESIC Scheme shall be provided the benefits applicable under the Employees' Compensation Act in case of accidents arising out of and in the course of employment. It is hereby clarified that if you fail to submit the ESIC, PF, Gratuity nomination forms together with any other document as required under the applicable labour legislation, IMSI shall not incur any liability with regards to any Claims under the said applicable labour legislations.

9. Proprietary & Confidential information, and Non-disclosures :

- You hereby acknowledge that by reason of your services with the Company and/or your deputation to its Client/s, you will have access to records, documents, drawings, forms, reports, studies, memoranda, correspondence, manuals, plans, magnetic media, and other information sources.
- Such information or documents received by you shall be deemed privileged, classified, and confidential information. You shall not, other than with prior written consent of the client or IMSI, during or after the expiry of your employment or termination, disclose any confidential information directly or indirectly to any person, firm, company, or the third party and shall use such information only for the purposes of carrying out your work at the said client organization. The confidential information includes, but is not limited to, IMSI or the client's business/es, technical and non-technical information, research project, work in process, future developments, marketing, and customer support strategies; financial information including sales, costs, profits, and pricing methods; internal organization, employee and/or customer lists and the client's technology including discoveries, trade secrets, inventions, research and development efforts, firmware, designs, schematics, techniques, manufacturing processes, hardware/software (regardless of media) design and maintenance tools, and hardware/software product know-how and show-how, and all derivatives, developments, improvements, and enhancements.
- You shall not claim ownership to any of the work which was created or developed by you, partially or wholly, during the course of your deputation with the client/s. IMSI and/or its Clients, as the case may be, shall retain exclusive ownership and rights for work products resulting from the services rendered by you during your employment. Confidential information shall also include information marked 'Confidential' or 'Proprietary' or 'Classified'.
- You shall not disclose, reproduce or use any confidential information for any purpose except solely in connection with your performance during the course of your employment/deployment and for no other purpose. Upon conclusion of your engagement by virtue of your resignation and its acceptance, or termination or project closure, you shall cease to use all confidential information and handover all copies of such information in whatever form, in your possession to the assigned representatives of the Client/Company.

10. You are expected to take proper care of the Client's/Company's properties/assets entrusted to you and/or to carry out your work. In the event of your resignation/termination, you are obliged to return all the company's assets such as access/ID cards, documents, machines, data, files, books, laptop, data card, mobile phone (if provided by the company) in your possession in good condition, or reimburse the value of the same. You shall also officially hand over your job responsibilities to your immediate supervisor, or any other person nominated by the client's management for this purpose.

11. Separation: In the event, you wish to leave the services of the Company, you will be required to give clear written notice of 60 days to the Company. You will be relieved from the services of the Company subject to your:

- a. Handing over the project and knowledge transfer to the client's assigned representative/s in respect of the assignments handled by you.
- b. Obtaining a "No Objection Letter" from the client as a confirmation of your having complied with (a) above.

You are bound to make good the loss suffered by the Company and/or Client and any other charges/liabilities the Company/client incurs if you fail to give such written notice and complete the handover within the prescribed time as mentioned hereinabove. Should exigencies of business so dictate, the Company may require you to serve the entire or part of the notice period as mentioned above.

12. The company reserves the right to have your background verified directly or through an outside agency. If, on such verification, it is found that you have furnished false/wrong information or concealed any material information; your services are liable to be terminated forthwith without any notice.

13. In addition to the terms of the appointment mentioned above, your employment will also be governed by the standard employment rules of the Company. The combined rules and regulations contained in this letter and communicated to you through any associate policy handbook shall constitute the standard employment rules. You are required to read both of them in conjunction.

14. Addresses for communication: The address for service of notice and other official communication to the Company shall be the address of the Registered Office of the Company. The address of communication for service of notice and other official communication is the address set out as above and your present residential address, as per our records. In the event there is a change in your address, you shall inform the same in writing to the Company. The address last furnished by you shall be deemed to be sufficient for communication and

shall be deemed to be effective on you.

15. Female employees shall be entitled to maternity benefit in accordance with the Maternity Benefit Act 1961

16. Gratuity will be paid as per Gratuity under POG Act.

17. Copy the below **link** into the browser to undergo the programme and complete the evaluation is given below.

[tlconnect.teamlease.com/Learning](http://tlconnect.teamlease.com/Learning)

1. (Navigate to Learning > Courses > POSH Mandatory Module and View the Video completely)

2. (Navigate to Learning > Courses > POSH Mandatory Module > Q&A and Feedback to complete the Course and assessment)

Copy the below **link** into the browser to access the company's policy on the Prevention of Sexual Harassment at Work Place is given below. Please go through the Policy without fail.

[tlconnect.teamlease.com/Learning](http://tlconnect.teamlease.com/Learning)

(Navigate to Learning > Courses > POSH Mandatory Module)

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace

18. You are requested to submit attested photocopies of the following documents:

- Education Certificates - Mark Sheet and Degree / University Certificates of 10th Std, 12th Std, Bachelor's / Master's Degree
- Appointment / Salary Revision / Experience / Relieving letter of previous employers
- Last 3 months' payslips
- Photo ID Proof, Address Proof, Date of Birth Proof
- Copy of resume
- Passport Copy, PAN Card Copy, Aadhar Card Copy
- Previous UAN No.
- Passport size photographs

We at IMSI would like to create an environment and culture committed to co-operation, quality, and responsiveness that permeates every activity. As a new entrant, we would like you to add value to this process. Please return the copy of the Offer Letter enclosed after affixing your signature at the appropriate place on the Office Copy signifying your consent for having read, agreed, fully understood, and accepted the terms and conditions of appointment. Please send in the signed acknowledgment to our Bangalore Address, mentioned below. In the event, we do not receive your acknowledgment copy within a period of 15 days from the date of joining; your assignment at IMSI with the acceptance of your first salary from IMSI will be conclusive proof of your acceptance in accordance with terms and conditions.

IMSI neither accepts any consideration in the form of cash or kind nor supports any policy of accepting such consideration by any third party for providing employment to prospective candidates. In the event, you have paid any such amount to any employee, officer, representative of IMSI kindly bring the same to the immediate notice of your superiors or report the same to IMSI through email or through the numbers provided to you.

Wish you all the best.

#### ENDORSEMENT

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.

For IMSI Staffing Pvt Ltd  
(A TeamLease Company)



Accepted and Agreed

Signature and date:  
Name: TULASINATH

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**IMSI Staffing Pvt. Ltd.**  
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Suite#2410 Michigan Avenue  
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**Gurgaon Office:**  
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91 124 4049011  
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(Authorized Signatory)

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Salary Annexure

Employee No: 2921552

<b>Particulars</b>	<b>Amounts</b>
Basic	1200000
House Rent Allowance	600000
Conveyance	19200
Special Allowance	143340
Employer PF Contribution	21600
Medical Reimbursement	15000
Employee Compensation	852
TotalAmount	1999992
Amount In Words(Rs)	Nineteen Lakh Ninety Nine Thousand Nine Hundred Ninety Two Rupees

<b>Particulars</b>	<b>Amount</b>
Basic	100000
House Rent Allowance	50000
Conveyance	1600
Special Allowance	11945
Employer PF Contribution	1800
Medical Reimbursement	1250
Employee Compensation	71
TotalAmount	166666
Amount In Words(Rs)	One Lakh Sixty Six Thousand Six Hundred Sixty Six Rupees

Net Pay Annexure

<b>EARNINGS</b>	<b>Amount</b>
Basic	100000
House Rent Allowance	50000
Conveyance	1600
Special Allowance	11945
Medical Reimbursement	1250
<b>Gross Earnings</b>	<b>164795</b>
<b>DEDUCTIONS *</b>	<b>Amount</b>
Employee PF	1800
Professional Tax	200
<b>Total Deduction</b>	<b>2000</b>
<b>Net Salary</b>	<b>162795</b>

\* Income-tax deductions, if applicable, will be as per the Income-Tax Act, 1961

\*\* Annual components (like LTA, Medical Reimbursement) would be payable on claims and will be considered for exemption under Income Tax subject to receipt of valid bills for the Financial Year if applicable

Note : This statement is only for the purpose of information and is illustrative in nature

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10 237 brahman wadi near begumpet railway station begum pet hyderabad andhra pradesh 500016 500016  
Employee No: 2921552

Dear Mr TULASINATH

**Letter of Deployment**

We are pleased to deploy you to our client NetApp India Marketing and Services Private Limited effective 03 May 2023 at Bangalore, subject to the following terms and conditions:

Further to the conditions set out in your offer of employment, you will render services to our Client at their premises subject to the terms and conditions of the engagement letter executed by you on , until further notice.

In the day-to-day functioning or carrying out your responsibilities and duties, you will receive instructions from our client/s through their assigned representative/s and hereby agree to follow the client's workplace rules and regulations; and agree to undertake any suggestions during the course of your work, throughout the tenure of your deployment.

You will be bound by the working hours of the Client's organization.

You are mandatorily required to fill timesheets as per the client policy and have it be your responsibility to have the same approved by the assigned representative at the Client organization, in a timely manner and by the prescribed cut-off date/s and time/s, without any follow-up to do so. You shall ensure that the hours filled-in are accurate, and based on actual hours. Salary is payable only for efforts approved by the Client.

At the client location, you will be issued an Employee/Contractor ID. You will be required to use the same to log-in to submit your timesheets on the client portal and for daily tracking/reporting of your work. Your tasks will be identified against a work order number, at all times.

For IMSI Staffing Pvt Ltd  
(A TeamLease Company)



(Authorized Signatory)

Accepted and Agreed

Signature and date:

Name: TULASINATH

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