

HRD/19519/2024

Date: 13-06-2024

To,
Hariharan Velumani

APPOINTMENT LETTER

Dear Hariharan

With reference to your application and subsequent interview, we are pleased to appoint you as **Business Development Manager - E1** with initial posting at **Chennai, Tamil Nadu, India, (Branch)**. Please read the following terms and conditions

1. Date of joining: Your date of joining will be 10-06-2024

2. Monthly & Annual salary as per the enclosed Annexure & your total CTC including yours and the company's contribution of PF, ESI (if applicable).

3. Probation

- a. You will be on probation for a period of 6 Months from the date of joining. Your continuance in service will be subject to your performance (work and conduct) being found satisfactory by the senior authorities. In case the performance of the probationer is not up-to-the-mark/expected level, the service of the probationer will not be confirmed.
- b. During the initial period of probation, your service will be terminable by either - by 90 Day(s) days' notice or payment of basic salary in lieu thereof, without assigning any reason.

After confirmation, your service will be terminable on either side by 90 Day(s) days' notice or payment of basic salary in lieu thereof, without assigning any reason.

In case of termination/asked-to-leave-early during the notice period, due to performance/ behavioural issues - the payment of the notice period shortfall will be calculated on basic salary.

However, if any of the information furnished by you over your biodata/application form, or any other document in connection with your employment with us - is found to be incorrect OR, is found at any time lacking in any relevant information; your service is liable to be terminated immediately without any compensation whatsoever.

The formalities of submitting a proper letter of resignation and obtaining a 'No-dues certificate' from all concerned shall have to be complied with - before getting released from the company. Failing this, nothing is claimable from Team Computers Private Limited.

A member shall not be absent without obtaining prior approval in writing from the Business Head. In the event that the member is absent, (without proper approval) for a period of more than 7 days, it will be deemed that the member has quit the services of the Company. In cases like these, the company will be free to take action against the member as it may deem fit, including levying penalty on the member.



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4. Other Terms

- a.** You will devote your whole time in the service and for the benefit of the Company and shall not take up any other employment or engage yourself in any private business etc. You will also not make yourself directly or indirectly interested in the business of any other person or concern.
- b.** The management will have the discretion of assigning you with any work suitable to your qualifications and/or experience.
- c.** You are liable for transfer/deputation/secondment/training to any branch or to the offices of our associate companies, client locations, or third parties in India - with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the new assignment. In all service matters, including those not specifically covered here, such as travel etc., associates will be governed by the rules of the Company in force, from time to time.
- d.** You will be responsible for safe-keeping and return in good condition all the office properties, equipment, instruments, tools, books, etc. (things which may be given to you for your use, or be under your custody or charge). You shall also be responsible for returning any document, pamphlet, book, or item bearing the intellectual property of the company. In the event of your failure to account for the aforesaid properties, the company shall have the right to deduct/recover the money from your dues and/or take other action as the Company may deem proper.
- e.** (i) You shall observe strict secrecy with respect to all transactions and activities of the Company at any time during your employment with us. You shall not disclose, communicate or part with any confidential or technical information, details, or data etc. to any other person including any other member of the Company, except in performance in good faith of the duties assigned to you.
(ii) Failure to observe the above entitles the Company to dispense you from your service with immediate effect without any prior notice.
- f.** In the matter of service conditions, you will be governed by the rules and policies of the Company as in force, from time to time. You will be entitled to the benefits of Members Provident Fund, bonus and gratuity, medical insurance as per statutes, as and when applicable.
- g.** In case our offer of appointment on the terms and conditions set out above, is acceptable to you, please return to us the duplicate copy of this appointment letter. It should come to us before the joining date, with your signature. This is your acceptance - as otherwise this offer is liable to be withdrawn.
- h.** Please warrant that you are not prevented by a court, or by any other administrative or judicial order, from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

You are expected to go through the attached annexure and non-disclosure agreement, the same will be assumed as formal consent from your end.

Looking forward to a long and happy association with you.

Yours faithfully,

For Team Computers Private Limited



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ANNEXURE (1)**1. NOTIFICATION**

I agree that prior to accepting employment or affiliation with another firm or business, I will advise such firm or business of my duties and obligations under this Agreement. After my employment with the Company ends, I agree that the Company or a Connected Entity shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Agreement

2. FUTURE COOPERATION

Upon termination of my employment for any reason, I will cooperate with the Company or a Connected Entity in all matters relating to the completion of pending work on behalf of the Company or a Connected Entity and the orderly transfer of work to partners, principals, members, officers or members of the Company or a Connected Entity and assist in collection of any outstanding amount under my name, from external customers. I will also cooperate fully with the Company or a Connected Entity in connection with any threat of or actual legal proceeding against the Company or a Connected Entity or any client, customer, or licensor of the Company arising out of any matter with/or, of-which I have had contact or knowledge, during my employment.

3. RETIREMENT AGE

The age of retirement for every member of the Company is fifty-eight (58) years you shall however, during the tenure of the services be required to be medically fit for work & may be retired earlier, if found medically unfit. The Company may, at its discretion, request you to undergo periodic medical examination to enable professional determination of medical fitness for employment.

4. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is 90 Day(s) days' by either side. In the event of any misconduct or non-performance of contractual obligation (or the terms and conditions laid down in this Annexure) or, if you are guilty of any negligence/misconduct in connection with-or-affecting the business or affairs of the Company, your services in the Company could be terminated without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

Misconduct will include but is not limited to:

- Going on or abetting a strike, in contravention of any law.
- Causing damage to the property of the Company, or its members.
- Continued discharge of work functions that do not meet the standards reasonably expected from you.
- Breach of confidentiality/secrecy provisions set out.
- Engaging in outside employment or an outside business unconnected with your duties and obligations.
- Neglect of normal duties and functions.
- Disclosing to any unauthorized person any Proprietary Information.
- Falsification / manipulation of Team Computers Private Limited time & expense
- Falsification / manipulation in Background Verification
- Engaging in any illegal activities



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The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests and to claim the actual damages it has suffered through any breach.

Absence from work for a consecutive period of seven days, without prior approval, including an overstay of leave, will be treated as abandonment of services and you would be subject to immediate termination without any rights on due compensation as due in normal case.

Upon termination of your employment with the Company, you shall forthwith return to the Company all the assets, software, code, protocols, manuals, programs, compilations of technical data, client or prospective client lists, work-in-Progress, and property of the Company (including leased property), documents, files, books, papers, memos, or any other property of the Company or Connected Entities or their respective clients in your possession or under your control.

In case of employment termination for any reason, the year-end performance incentive (if applicable) as part of your compensation structure would not be processed as part of full & final settlement.

5. NON-DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT, WORK CONDUCT AND SEXUAL HARASSMENT POLICY

You will be expected to sign the Company's Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement, Code of Conduct, and the Sexual Harassment Policy upon joining the Company. Please refer below and contact the Human Resources Department for further details.

5 (a) WORK CONDUCT

The Company expects all members to maintain highest standard of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Company expects you to follow rules of conduct that will protect the interests and safety of all personnel.

It is not possible to list all the forms of behaviour that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including termination of employment:

- Irregular attendance: repeated or excessive absence, tardiness, or early departures.
- Falsification of employment records, employment information, or other records prior and after joining the Company.
- Giving false statements knowingly, either verbally or in written form to any manager or co-member.
- Excessive personal use of the Company's telephone, fax, or computer systems for non-business reasons
- Practices such as reading newspaper or magazines in the reception, having obscene posters /workstation screen savers at your workplace, playing games at your workstation etc.
- Insubordination: willful disobedience of any reasonable and legitimate instructions issued by any member of management or supervision and anyone authorized to act in such capacity, or addressing such person in an abusive, threatening, or contemptuous manner in the presence of others.
- Theft, unauthorized removal, or wilful damage to any property belonging to another member, the Company or to the Company's customer or visitor.



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- Introduction or possession of firearms, explosives, knives, or any instruments that can be used as an injurious or deadly weapon on the Company property.
- Corruption, fraud, misappropriation of funds.
- Failure to comply with the policies, guidelines, rules, and regulations of the Company.
- Any act prejudicial to or in conflict with the interests of the Company.
- Gross negligence.

All members conduct shall strictly adhere to the Company's rules and regulations and amendments made to it from time to time.

5(b) ASSIGNMENT OF INTELLECTUAL PROPERTY

During your tenure with the company, you shall disclose and assign to us as its exclusive property, all developments developed or conceived by you solely or jointly with others that are related to the Company's business, or that results from work that you perform for the company, or using the Company's equipment, supplies or facilities and shall comply with the Policies of the Company in relation to intellectual property.

5(c) SEXUAL HARASSMENT POLICY

This policy prohibiting harassment applies to all practitioners of Team Computers Private Limited.

Commitment:

Team Computers Private Limited is committed to provide a work environment that ensures every member is treated with dignity and respect and afforded equitable treatment.

The Company is also committed to promote a work environment that is conducive to the professional growth of all its members and encourages equality of opportunity.

The Company will not tolerate any form of sexual harassment and is committed to take all necessary steps to ensure that its members are not subjected to any form of harassment and this policy complies with this directive.

The Supreme Court of India has directed the companies to lay down guidelines and a forum for addressing the grievances related to sexual harassment and this policy complies with this directive.

Scope:

1.1 This Policy extends to all members of the Company and is deemed to be incorporated in the service conditions of all members' and comes into effect immediately.

1.2 Sexual Harassment – may include any of the following:

- a) Unwelcome sexual advances, requests or demand for sexual favors, either explicitly or implicitly, In return for employment, promotion, examination or evaluation of a person towards any company activity;
- b) Unwelcome sexual advances involving verbal, non-verbal, or physical conduct such as sexually colored remarks, jokes, letters, phone calls, e-mail, gestures, showing of pornography, lurid stares, physical contact, molestation, stalking, sounds, display of pictures, signs, verbal or non-verbal communication which offends the individual's sensibilities.
- c) Eve teasing, innuendos and taunts, physical confinement against one's will and likely to intrude upon one's privacy; Act or conduct by a person in authority which makes the environment at workplace hostile or intimidating to a person belonging to the other sex;
- d) Conduct of such an act at workplace or outside in relation to a member of Team Computers Private Limited, or vice versa during the course of employment.
- e) Any unwelcome gesture by a member having sexual overtones.



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f) "Member" means any person on the rolls of the Company including those on deputation, contract, temporary, part time or working as consultants.

Complaint Procedure

The Company wants every individual to know that the following procedures exist to report any harassment complaint.

These procedures should be followed whenever an individual believes that he or she has been the subject of harassment, or observes, or has knowledge of a violation of the Company's policy on harassment.

- a)** Any Member who feels and is being sexually harassed directly or indirectly may submit a complaint of the alleged incident to any member of the Committee in writing with his/her signature within 3 months of occurrence of incident and in case of series of incidents within 3 months of the last incident.
- b)** The Internal committee may extend this period, for reasons recorded in writing, for a maximum period of 3 months, if it is convinced that circumstances were such that it prevented the aggrieved member from making the complaint.
- c)** If the complainant (aggrieved member) is not in a position to make the complaint – the complaint can be made by an individual who has knowledge of the incident, with a consent in writing from the complainant.
- d)** The Committee will endorse the complaint received by it and keep the contents confidential, if it is so desired, except to use the same for discreet investigation.
- e)** The Committee will hold a meeting with the Complainant within 7 days of the receipt of the complaint, but no later than 10 in any case.

The Company is committed to prompt examination of any harassment complaint received from any of its Practitioners and will take whatever action is appropriate under the circumstances, up to and including termination of employment.

Although the Company may not have the same control over outside persons causing harassment as it does over its own personnel, the Company will still examine the harassment complaint promptly and take whatever action is appropriate under the circumstances.

If the complaint reported is found to be false then the complainant may be subject to disciplinary action as decided by the management.



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I have read and understood the above policy terms.

The mentioned policies and benefits are subject to amendments from time to time. You shall also abide by all other policies, guidelines, rules and regulations of the Company as shall be in force, from time to time, which may be accessed on the emails and/or will be available on company's intranet (teamworksnew.teamcomputers.com)

(On duplicate copy and office copy)

I have fully understood the terms and conditions of my appointment and accept the same without any reservation. In token of my acceptance, I have signed on the duplicate copy of this offer of appointment.

Signature :

Name : Hariharan Velumani

TMC : 19519

Address : 30 &31,GFA, Orwo win Apartments,CTA Garden Phase 2 Mangadu
Near to Nava Bhrath school Chennai Tamil Nadu
India - 600122

NON-DISCLOSURE AGREEMENT

In Consideration of my employment in Team Computers Private Limited having its corporate office at No 1, Mohammadpur Bhikaji Cama Place or any of its successors, assignees, affiliates or subsidiary companies (hereinafter referred to as "the company") I, agree as follows:

A. CONFIDENTIALITY**COMPANY INFORMATION**

In view of the nature of my duties I understand and accept that I may, from time to time, have access to information of the company and/or its clients that the company and/or such clients may consider to be of value and to be confidential. Without being exhaustive, such information may relate or pertain to the Company's and/or its client(s) business, projects, products, customers, trade secrets, confidential information - including business and financial information or unpublished know-how. For the removal of doubts it is agreed that any such information which is not readily available to the public shall be considered by me to be confidential information and, therefore, within the scope of this Agreement, unless the company advises me otherwise in writing. I agree to hold such information in confidence at all times while in the service of the company and for a period of two (2) years thereafter.

LIABILITY ON TERMINATION OF SERVICE

I agree that upon termination of my employment with the company (voluntary or otherwise, whether by me or by the company and for any reason whatsoever), I will ensure that all the pending payments are collected and recoveries made from the company's clients I have dealt with. I shall also be accountable for any pending dues and recoveries from the clients where I represent Team Computers Private Limited. I will return to the company all things belonging to the Company and if at any time after the termination of Employment, I or the Company determines that I have any such confidential information in my possession and control, I shall also return the same to the company and that all documents, records, notebooks and tangible articles containing or embodying confidential information, including copies thereof, then in my possession or control, whether prepared by me or others, and leave the same with the company.

I recognize and understand that the unauthorized taking of any of such confidential information, is a crime and is punishable. I, further recognize that such unauthorized taking of such confidential information, may also result in civil liability and that a willful taking may result in an award against me for damages to the company and /or to such client(s) as well as their attorney's fees.

B. UNFAIR COMPETITION**FOLLOWING TERMINATION**

I agree that, for a period of one (1) year immediately following my termination, with the company (voluntary or otherwise), I will not accept the offer of employment or render services, directly or indirectly to a customer or client with whom I have interacted or worked in a professional capacity representing the company for a period of one (1) year, unless I have declared to the company prior to joining such employment. I further agree that, for a period



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of one (1) year immediately following my termination of employment with the company (voluntary or otherwise), I will not interfere with the business of the company in any manner. Particularly, but without limitation, I agree to refrain from the following acts:

- Initiating contact with any employee, consultant or other independent contractor of the company for the purpose of hiring away such employee, consultant or other independent contractor.
- Soliciting customers of the company.
- Disclosing the information vis-à-vis any department to the competitors or making use of such information for personal gain.

During the term and for a period of at least two years after the Term, the Employee shall not solicit, endeavour to solicit, influence or attempt to influence any client, customer or any other person directly or indirectly to direct his or its purchase of the Company's product and/or services to himself or any Person in competition with the business of the Company;

C. GENERAL PROVISIONS

If any portion of this Agreement is found to be void or unenforceable, it shall be severed therefrom, leaving in force the remainder of this Agreement.

This Agreement will be binding upon my heirs, assignees, executors, administrators or other legal representatives. The management reserves its rights to amend the terms and conditions of this Agreement. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorney fees and expenses as shall be fixed by a court of competent jurisdiction.

I agree to this agreement being read in conjunction with my employment agreement dated 13-06-2024 (here in after called the "Employment Agreement") and even if the Employment Agreement is terminated, my obligation under the Agreement will remain outstanding amount payable to me till agreement contains the entire understanding between myself and the company - with respect to the subject matter thereof, and there are no representations, warranties, promises or undertakings other than those contained in the provisions above.

THIS AGREEMENT is executed by me on this day of 13-06-2024



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HRD/19519/2023

Date: 13-06-2024

ANNEXURE

TMC	19519
Name	Hariharan Velumani
Band	E1
Designation	Business Development Manager
Business Unit	Managed Print Services

Component	MONTHLY (INR)	ANNUAL (INR)
Basic	26,000	3,12,000
HRA	13,000	1,56,000
Flexi Benefit Plan	24,200	2,90,400
Provident Fund Employer	1,800	21,600
CTC	65,000	7,80,000
Gratuity	1,250	15,000
Health & Personal Accidental Insurance	1,000	12,000
Sales Incentive	21,450	2,57,400
Total Pay	88,700	10,64,400

- Flexi Benefit Plan - Please refer enclosed explanation of Compensation Components.
- Mobile Reimbursement shall be increased or decreased based on the usage & business need.
- Performance linked Pay amount may vary based on individual and SBU performance and it shall be disbursed on quarterly basis depending upon the performance rating received.'
- Sales Incentives shall be paid quarterly, based on the defined target achievement and as per the scheme.
- PF, ESIC, Gratuity, Bonus, PT & TDS are applicable as per respective acts.
- Individual Health Insurance cover of Rs. 3,00,000 / Family health insurance Cover Rs. 5,00,000 & Group Accidental Insurance cover of Rs. 20,00,000.

Explanation of Compensation Components

Components	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. House Rent Allowance	Maximum up to 50% of Basic Salary per annum. To be used for house rent. Tax exemption subject to submission of House Rent receipt. The FBP allows members to choose a benefit basket that suits
3. Flexi Benefits Plan (FBP)	Their needs. For certain elements, members may avail of tax exemptions as per prevailing tax laws. The elements are listed below
(a) Food Coupons (Sodexo)	INR 2000/- per month.
(b) Fuel and vehicle maintenance	Maximum INR 1800/- per month. To be used for fuel and maintenance expenses of 4-wheeler. Subject to submission of bills on a quarterly basis.
(c) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of Economy class airfare /1st Class AC Train Fare twice during a 4-year period as per Income tax rules. Eligibility is twice the Basic Salary and subject to submission of Travel Tickets.
(d) Relocation Allowance	Is a taxable amount, if applicable
(e) Site Allowance	Is a taxable amount, if applicable.
4. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	Maximum contribution up to INR 1800/- only
(b) ESIC	Until your monthly wages are upto INR 21,000/- p.m. or such other amount prescribed by law; you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
(c) Gratuity	Calculate on Basic Salary, which is included as a part of your Annual Remuneration denotes the company's contribution to the Gratuity Fund Based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the Team Computers Private Limited Employees Gratuity Fund Rules & the per the Team Computers Private Limited Employees Gratuity Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty lakhs' rupees (INR 2,000,000).
(d) Statutory Bonus	As per statutory Bonus act and shall be paid along with monthly salary.
5. Health and PA Insurance	Individual Health Insurance cover of Rs. 300000 & Accident Family health insurance Cover Rs. 5,00,000/- and 7,00,000/- (as per band). Insurance Cover of Rs. 20,00,000/-.
6. Annual Remuneration	Basic Salary + HRA + Conveyance + FBP + Retirals + Sales Incentive (As per Sales Incentive Scheme details).