

Subject – Letter of Appointment

June 01, 2025

To,

Mr. Haridas C M P

S/O, Mr. Narayanan

#No: 84 G5, Durairaj street,

VTC: Pazhavanthangal, Sub District: Alandur,

District: Kancheepuram,

Tamil Nadu- 600114

Contact No.: +91 9043020744

Dear Haridas,

We welcome you to our pursuit of excellence and we feel proud to have a professional of your stature as a member of the Nityo family and wish you a long, rewarding and satisfying career with us.

This letter marks an important event in the life of our organization and indeed for you. We value this letter as symbol of a new relationship, one that is based on simplicity, prudence and humility.

When you sign this letter, you would have agreed to uphold our heritage and be a part of Nityo family. You promise to value our values and be one of us.

On behalf of Nityo Infotech Services Pvt. Ltd (hereinafter referred to as 'the Company', we are pleased to extend an offer for the position of '**Business Development Manager**' in our organization with following mentioned details:

- You would join us on or before "**June 01, 2025**" or else this offer would be null and void.
- You will be deployed at client site and your job location would be at "**Chennai**"
- Your gross compensation per annum is **Rs. 14,04,004.00/-**

Your compensation details along with other policies are listed in the Agreement annexed to this letter.

For NityoInfotech Services Pvt Ltd

S

MANJULA

HR Department

Digitally signed
by S MANJULA

Date: 2025.06.01
14:40:18 +0530'

Employee Signature

Nityo Infotech Services Pvt. Ltd.

CIN: U72200MH2005PTC151051

303/304, 3rd Floor, Eco House, Vishweshwar Nagar, 1st Cross Road, Off Aarey Road, Goregaon (East), Mumbai – 400 063.

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Employment Agreement

Background Check:

The Company reserves the right to verify the information furnished by you in your application for employment and through other documents. If it is found that you have misinterpreted any information in your application or have furnished any false information or have concealed / suppressed any relevant material facts, your services are liable to terminate any time, without any notice or compensation in lieu thereof. You will also not be eligible for any relieving or experience letter for your tenure with the Company.

Place of Employment and Transfer:

You acknowledge and agree that you may be assigned or liable to be transferred or deputed from one place to another and / or from one department / business unit to another or any other subsidiary / associate establishment / or their contractors and clients either existing or to be set up in future anywhere in India or abroad purely at the discretion of the management depending upon the needs and requirement of the Company. On such assignment, transfer or deputation you will be governed by the Rules and Regulations and other working / service conditions as applicable at the place of deployment including to consent to add / or agree to certain other agreements. The Company will seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

Probation Period:

Probation period will be six months. Your service will get confirmed/extended/terminated depending upon your performance shown in the probation period and feedback received through the confirmation appraisal process.

Attendance:

Attendance cycle will be from 26th to 25th of every month. Any employee joining after 20th of the month, their salary will be processed along with next month payroll. Any employee working as an RPO or Outdoor duty for continuous period needs to submit their approved attendance/timesheet on 25th of every month to their respective HR Team. Delay in receiving the approved attendance/timesheet will result in delay in payment of your salary.

Statutory benefits:

You will be governed as per the respective acts of ESIC, PF, and Bonus, Gratuity etc as per the rules in force from time to time.

Insurance coverage:

You will be eligible to enroll in the Company's Group Medical Insurance and Personal Accident Insurance Policy. The monthly premium as applicable will be deducted from the monthly gross salary. Premium Values are negotiated at the time of Policy renewal on yearly basis and same shall reflect in monthly premium deduction from your gross salary. Insurance coverage is applicable only to the employee and not to his / her family members. You will be covered under insurance till your last day of service with the organization.

Leave and Holidays:

Public/festival holidays would be divided into fixed holidays and an optional holiday (Floater) as per Calendar year, Number of holidays may vary as per work location and / or operation.

You would be eligible for the annual leaves of 21 days (on pro rata basis) i.e. you would be eligible for the leaves of 1.75 days per month for every calendar (January to December) year. However you can utilize the same only after completion of six months of your service with Nityo. These leaves of six months will get credited to your leave balance account.

Un-availed Leave can be encashed at the end of your service. A maximum of 42 leave can be accumulated at the end of calendar year. Leave encashment will be based on Gross Salary of last drawn CTC during your tenure with the Company for the maximum limit up to 42 leave.

Leave encashment is not applicable in the following cases-

- Non completion of probation period.
- Termination/In- Complete notice period irrespective of the circumstances.
- Cease of employment on mutual consent due to poor performance or other reasons.

Sandwich Leave Policy:

- Sandwich leave policy is applicable only if you don't have leave balance and if you avail leave pre & post working days of any weekends or a public holiday, then the weekends or a public holiday will be clubbed and accordingly salary will be processed.
- For example, an employee who takes leave for two days i.e., on Friday and Monday, then Saturday & Sunday will also be considered as leave
- Employee who is availing long-leaves, i.e., from Monday to Friday and again taking leave on a Monday, then sandwich leave policy is applicable

Job Roles and Responsibilities:

You shall be responsible for the performance of the functions expected of your work profile / designation and any additional function and duties that may be assigned to you in connection with the business and operations of the Company and its clients. You must effectively, diligently and to the best of your ability perform all responsibilities to promote, develop and extend the business of the Company and comply with the directions and regulations of the Company at all times and in all respects.

Performance Review:

Your performance will be reviewed to consider compensation revision after twelve months from the date of joining as per the feedback received from reporting manager.

Responsibility and Confidentiality:

- In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. You will be expected to work extra hours to achieve the above whenever the job

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requires. In this connection, you are required not to engage in activities that have or will have any adverse impact on the reputation / image and business of Nityo, whether directly or indirectly.

- We at Nityo are committed to ensure "Integrity" in all aspects of functioning. You are expected to comply with the policies of the company including the Information Security policy, Code of Conduct and other policies as they form an integral part of the terms of employment with Nityo.
- Consequently you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced from time to time. As and when this happens, the company will notify you and you will be required to comply with the same.
- You shall not divulge or disclose to third parties any of the trade secrets, know-how, software, literature and other information owned by the Company or its client during the course of your employment or even after the employment is terminated. To ensure this, you shall execute a Non-disclosure agreement on joining the company. This covenant shall endure during your employment with the Company and on cessation of employment with the Company, irrespective of the circumstances of, or the reasons for the cessation.
- You are expected to deal with the Company's money, material and documents with utmost honesty and professional ethics. Your service may be dispensed with any time without any previous notice if you are found guilty of gross indiscipline, fraud misappropriation or acting against the interest of the Company.
- During the period of this employment you should not draw, accept or endorse any cheque of the Company or, in any way, pledge the company's credit except so far as you authorized by the company to do so, either generally or in any particular case.
- In your work for the Company, you will be expected not to use or disclose any confidential information including trade secrets of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.
- You shall have access to and become familiar with certain Classified information and materials and proprietary information belonging to or licensed by Nityo and/or to its principal (and its subsidiaries) or its suppliers and vendors or its customers including but not limited to the information which is protected under The Health Insurance Portability and Accountability Act of 1996 – USA (HIPAA).

Invention and Discoveries: While employed with the Company, you will promptly disclose to it and assign to it your interest in any invention, improvement or discovery made or conceived by you either alone or jointly with others, which arises out of any proceeding relating to such invention, improvement or discovery and in obtaining domestic and foreign patent or other protection covering the same.

Secrecy: You will not give anyone, by word of mouth, writing, facsimile any devices or otherwise any particulars or details, which you acquire during the course of your employment of the Company's working systems, technical knowhow, security arrangements, administrative and or organization matters of the Company and its clients whether confidential, secret or otherwise, either during your employment with the Company or afterwards.

Exams and courses: In case you intend to appear in some examinations or wish to attend some classes while working with the Company, you are required to obtain written permission for the same giving full details including time frame involved.

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Conflict of Interest:

Alternative Employment: You shall not engage yourself directly or indirectly 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 management in this respect are final and binding. Breach of this condition shall lead to the termination of your services by the Company without any notice or compensation.

You agree that during your services with the Company and continuing for the period of three years after cessation of your services with the Company, you:

- Shall not individually or on behalf of or in conjunction with any other person or entity (except on behalf of the Company), directly or indirectly, solicit, sell to or perform similar services as provided by or available from the Company for any clients of the Company. shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of the Company.
- Shall not seek any and obtain employment, training or contract for employment or seek to serve as you or otherwise to the clients of the Company, customers, accounts or prospects, without the written permission of the Company.
- Unless pre-approved by the Company in writing, shall not during the period of employment, prepare, compile, submit or publish any articles or contribute to any other publication or television serials / films / video presentations or assist anyone directly or indirectly in this regard.

The conflict of interest policy also refers to the need on your part, not to solicit, induce or encourage:

- i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection.
- ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
- iii. Any existing employee to become associated with, or perform services of any type for any third party.

Indemnity:

You shall keep the Company indemnified for any damages, which the Company or its client may suffer due to any act / acts by you including breach of any terms of this agreement.

Documentation:

Upon being so required by the Company, you shall make, sign and execute all deeds, documents and declarations as may be deemed necessary by the Company and / or its clients (including privacy and confidentiality agreements).

Code of Conduct:

- During your services with us, you are expected to behave and perform in a manner that preserves the Company's and its client's values and commitments. Please note that you are required to inform us if there are any agreements oral or written which you have entered into and which relates to your commitments under this agreement.
- Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this agreement shall continue in full force and effect.

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- These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you relating to the same subject matter.
- You warrant that you are not prevented by a court or by another administrative or judicial order from providing the services required under this agreement.
- The above rules are subject to modification, amendment and alterations by the management at any time without assigning any reasons. The interpretation of the above rules made by the management shall be final and the same shall be binding on you. You will also be governed by all other instructions/rules/policies of the Company, which are not specifically mentioned here. For clarification, if any, regarding these instructions/rules/policies please get in touch with HR Department.

Unauthorized Absence:

Any absence for three consecutive business days without prior permission will be treated as un-authorized absence from the work. In such case the Company is entitled to terminate your services and / or seek compensation for any loss suffered by the Company or its client due to such an absence.

Company Assets in your possession:

- You are expected to take proper care of the Company assets entrusted to you by the Company and or its clients. In the event of your resignation / termination you are obliged to return all the Company / client assets like access / ID Cards, documents, machines, data, files and books etc in your possession in good condition or reimburse the value of the same. You shall also officially handover your job responsibilities to your immediate supervisor or any other person nominated by the management for this purpose.
- On the Cessation/termination/project closure of employment from the company, you are required to return all the materials, Assets or any other documents or items which have been under your possession, which belongs to either of our clients where ever you are deployed or issued by Nityo Infotech. Failing which the Management will be compelled to file legal proceedings against you and your Full and Final settlement along with the relieving letter/Background verification, which will also be kept on hold until the said process is being completed.

Cessation of services and notice period:

- **Cessation by the Company:** The Company may cease your services with or without cause under the following conditions:
 - **With Cause:** The Company may immediately and without any notice, terminate your services with 'Cause'. The term 'Cause' shall, as used in this agreement mean I) Commission of a crime involving moral turpitude, theft, and fraud deceit, II) conduct that has an adverse effect on the Company's reputation, III) substantial or continue unwillingness or inability to perform duties assigned to you. IV) Gross negligence or deliberate misconduct, V) any material breach of terms and conditions specified in this agreement, VI) un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your seniors. VII) Providing any false information to the Company.
- **Cessation by the Employee:** If you wish to leave the services of the Company you may do so under the following conditions:

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- You need to share formal resignation email during working hours to Nityo HR Team after formal discussion with your reporting manager. Resignation sent on weekly / public holidays, after working hours will be considered with effect from next business day. Resignation will not be considered if you have tendered the same while being on leave.
- You need to serve **90** calendar days' notice period from the date of resignation based on designation. Team Lead and above designation need to serve 90 calendar days of notice period from the date of resignation, where as General Manager and above designation need to serve 90 calendar days of notice period from the date of resignation. In case of failure to give stipulated notice within the prescribed time you will be liable to termination on the basis of absconding. In such event you will not be eligible for any payment or relieving / experience letter. Due to exigencies of business the Company may at its sole discretion demand that you make good the loss suffered by the Company and any other charges / liabilities the Company incurs consequent to the failure to give required notice.
- During notice period you can't avail any paid leave, any leave taken during notice period will be considered as leave without pay and notice period will be further extended by those many numbers of absent days.
- Any salary to be processed during notice period will be kept on hold and same will be processed together as 'Full and Final Settlement'. If your' last working date falls in a particular month before the payroll cycle, Full and final settlement will be processed around 22nd of the next calendar month. Relieving cum experience letter will be issued within week from the date of credit of Full and final settlement.
- **Retirement:** You will automatically retire from the Company on attaining the age of [58] years. An extension may however, be given at the discretion of the Company.

Change in Contact details:

Any change of residential / communication address or change of primary contact details like email ID, contact number should be intimated to the HR department officially within 3 days from the date of such change. Your communication details as indicated shall be the correct address for sending all communication to you unless otherwise intimated in writing by you. Communication addressed to you at the above address shall deem to have been duly served.

Jurisdiction:

In case of any dispute arising out of the agreement, it shall be subject to jurisdiction of appropriate Court of Mumbai, Maharashtra, India.

Annexure A
Compensation Structure

Name	Haridas C M P
Father's Name	Narayanan
Date of Birth	September 27, 1970
Designation	Business Development Manager
Location	Chennai
Date Of Joining	June 01, 2025

Particulars	Per Month	Per Annum
Basic Salary	46,667.00	560,004.00
HRA	23,334.00	280,008.00
Leave Travel Allowance (LTA)	7,000.00	84,000.00
Telephone & Internet Allowance	3,300.00	39,600.00
Conveyance Allowance	3,600.00	43,200.00
Professional Development Allowance	3,600.00	43,200.00
Food Allowance	2,200.00	26,400.00
Children Education Allowance	200.00	2,400.00
Special Allowance	22,721.00	272,652.00
Gross Salary	112,622.00	1,351,464.00
PF Employer Contribution	1,800.00	21,600.00
Gratuity	2,245.00	26,940.00
Gross CTC	116,667.00	1,400,004.00
PF Employee Contribution	1,800.00	21,600.00
PT	208.00	2,496.00
Insurance	590.00	7,080.00
Total Deductions	2,598.00	31,176.00
Net Salary	110,024.00	1,320,288.00
Annual Target (2025-2026) : Rs. 10 Cr		

- **Net Salary (Pre Taxation) may vary due to change in applicable statutory deductions such as P. Tax, PF, ESIC, LWF etc.**

* Insurance Policy gets renewed in the month of June of every year, and monthly insurance premium gets changed as per negotiated rates with the Insurance Company. Same shall reflect under deductions in employee Pay Slip on monthly basis.

* Income Tax, Professional Tax and other applicable taxes shall be deducted from the salary on a monthly basis as per Government Policy.

* Income Tax deduction is subjected to timely submission of the investment details.

* Pan Card submission is mandatory for the disbursement of the salary.

* You are requested to keep the compensation information highly confidential.

Please indicate your acceptance to the Employment Agreement by signing and returning it within 24 hours in hardcopy or softcopy (all pages), please retain the second copy for your reference.

For Nityo Infotech Services Pvt Ltd

**S**

Digitally signed

**MANJULA**

by S MANJULA

Date: 2025.06.01
14:41:04 +05'30'

HR Department

Declaration:

I have read and understood thoroughly the above terms of this agreement and the rules of service, and I do hereby agree with all terms as above and I shall abide by all general rules of service which are now or may hereafter to be in force and accordingly I accept my appointment of my service with you.

Employee Name:

Date:

Employee Signature:

Current Address:

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