

Date: 27-Nov-2024

To,

Sani Kushwaha,

Emp. Code: 1001399

APPOINTMENT LETTER

Dear Sani Kushwaha,

With reference to your offer letter dated **26-Nov-2024**, we are delighted to invite you to join our Collabera family. We believe that you have the potential and ability to achieve recognition as an outstanding performer; we are pleased to offer you a position in our organization as **Software Developer** effective from **27-Nov-2024**, subject to the following terms and conditions.

1. Salary and Benefits:

You will be entitled to a Gross remuneration package which will be up to Rs. **12,00,000/-** Per Annum (monthly salary Rs. **1,00,000/-**).

The details pertaining to your remuneration are confidential and may strictly be treated as such, divulging which, may lead to termination of employment. The Company reserves its right to change the different components/allowances/structure of the total emoluments package at its discretion at any time in the future. Annual increments will not be automatic but will be based on performance.

2. Work Place:

You are initially appointed to work in **Pune** office of **Collabera Technologies Pvt Ltd**. However, you are liable to be transferred/deputed to any other department/establishments of the Company or group companies' and/ or clients' offices, anywhere in India or abroad, temporarily or permanently, whether now in existence or to be set up hereafter.

3. Duties:

You will be required to work such hours as specified from time to time for the employees of your category in the establishment where you are posted. When deputed to client's site, you will follow clients working hours & Timesheet processes. During the course of your employment, you shall not either directly or indirectly, engage in, or be interested in, any service or business or profession other than that of the Company. Breach of this condition will entitle the Company to terminate your employment. Further as a part of your duty, you will be required to submit a manual copy of your attendance in an excel sheet from your client mail box to Employee Relation personnel and Timesheet representative keeping your Manager in loop till the 28th day of the month, otherwise Company reserves the right to hold back your Salary for the respective month till approved timesheet are submitted.

COLLABERA TECHNOLOGIES PVT. LTD.

CIN: U74200GJ1998PTC035036

Registered Address: Collabera House, 3rd Floor, Gotri Sevasi Road, Gotri, Vadodara – 390021, India
Phone No: +91-265-2302313 Website: www.collaberadigital.com

In case you face any problem in getting the timesheet approved you are free to approach our Employee Relation Personnel.

4. Probation:

You will be on probation for a period of six months from the date of appointment. During the period of probation your services are liable to be terminated at any time with **30 Day's** notice. You shall also be bound to give similar notice of resignation at the time of leaving. Moreover, you shall not be eligible to avail leaves during the probation period.

5. Confirmation:

After successful completion of probation, you will be confirmed in the services of the Company. On confirmation, your services are liable to be terminated by **60 Day's** notice on either side or payment in lieu thereof.

The notice pay amount shall be calculated on your last drawn basic salary. You shall also be bound to give similar notice of resignation at the time of leaving and all your dues would be settled proportionately. If at any time you are found guilty of misconduct, your services will be terminated without notice in accordance with law.

6. Service Conditions:

- a. You will carry out your duties with diligence and loyalty at all times, keeping the organization's interest paramount.
- b. During the employment you will be bound by Company's rules and regulations framed and enforced from time to time. The Company reserves the right to amend or alter these at any time at its discretion, without giving any notice thereof, and these will be deemed as rules and regulations in terms of your employment.
- c. You will devote your whole time and attention to your duties for the promotion of the business and interest of the Company.
- d. Your employment with us is also terminable if the information given by you at the time of your application/interview is found incorrect.
- e. Your appointment and continuation of services in the Company is subject to you being found medically fit. The Company reserves its right to send you for medical examination at any time during the tenure of your service with it.
- f. You will be required to sign an undertaking of non-disclosure of confidential information at the time of your appointment.

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7. Termination of Employment:

a) Termination for Serious Misconduct

This Agreement may be terminated by Collabera, without notice or payment in lieu of notice if it has reasonable grounds to believe that the Employee is guilty of misconduct or negligence, or has committed any breach of this Agreement. Termination of the Agreement under this sub-paragraph would be without prejudice to:

- i. Collabera's right to claim the actual damages it has suffered through any breach by the Employee; and/or
- ii. Any other relief to which Collabera may be entitled under contract, law or equity.

b) Misconduct will include without limitation:

- i. Absence from service without prior notice in writing or without sufficient reason for five days or more;
- ii. Theft, fraud, intoxication during work, violent dangerous or intimidatory conduct; sexual racial or other harassment of a fellow employee; convicted of any other serious criminal offence or a criminal offence which, in Collabera's opinion, compromises the Employee's ability to perform his/ her duties; serious insubordination; bringing Collabera into disrepute; refusal to carry out duties; failure to follow a reasonable instruction;
- iii. Any serious breach of Collabera's rules on conduct, policies and/or procedures contained in Employee Handbook.

8. Company Property:

On the termination of your employment, you must immediately return to the Company in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents (and any copies thereof) and any other property belonging to the Company or its Associated Companies and clients (including but not limited to keys, mobile phones, laptops, identity cards) which are in your possession or under your control. You will confirm in writing that this has been done, and that you have complied with your obligations under this clause at the time of your exit. Failing to do so may make you liable for legal prosecution.

9. Governing Law:

This Agreement is governed by the laws of India in force and the Parties to the Agreement irrevocably and unconditionally submit to the exclusive jurisdiction of the Vadodara courts.

10. Retirement Age:

Your retirement age shall be 58 years.

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We are very enthusiastic at the prospect of having you join us as a member of the Collabera family and heartily welcome you aboard. We think you will find Collabera an excellent place to work. We at Collabera look forward to your long and fruitful association with us.

Kindly sign and return the duplicate copy of this letter as a token of your confirmation and acceptance of the above-mentioned terms and conditions.

The terms and conditions of the appointment letter are deemed to be accepted by you, if Collabera does not receive the signed copy of the appointment letter from you within 7 working days.

11. Employment Acceptance:

- I hereby, accept above mentioned terms & conditions and shall join the office on above mention Date of joining
- I also agree that the various terms and conditions set forth in this agreement are fair, just and reasonable and shall strictly adhere to the terms specified.
- I accept and confirm that there are no other commitments made during the hiring process other than those specified in this offer of employment.
- I do hereby certify that my electronic identification and signature to this document is legally binding under Information Technology Act, 2000 as amended from time to time and is equivalent of a traditionally handwritten signature. I will be using my mobile number _____ which is linked to my Aadhar for OTP purposes.

Employee Signature: _____

Date : _____

For & on behalf of Collabera Technologies Pvt. Ltd.

Omkar
Borkar Digitally signed
by Omkar Borkar
Date: 2024.11.28
09:53:50 +05'30'

Authorized Signatory

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