

Private & Confidential

August 03, 2021

Mr. Infant Yabesh. K

61, South emperor street ,
Thoothukudi

Dear Infant Yabesh. K

Re: Employment with Cyber Security Works Pvt. Ltd.

We are pleased to offer you employment with **Cyber Security Works Pvt. Ltd.** (hereinafter referred to as "the Company"), subject to and in accordance with the following terms and conditions:

1. TERRITORY

Initially you will be placed for service with the Company in Chennai, India office and you at all-time whatsoever render services to the Company.

You shall serve the company in India or outside India in connection with its business either of the company or one of the group companies from time to time.

Work Location: Block A, 3rd Floor, IITM Research Park, Taramani, Chennai - 600 113.
TamilNadu.

2. APPOINTMENT AND DUTIES

You will be designated as **Security Analyst**.

Your duties and responsibilities may include any role, task, project or function which may be reasonably required of you or assigned to you by the Company from time to time in its absolute discretion, and may be for any member of the Group.

You agree to comply with all the Company's rules and regulations.

3. COMMENCEMENT

You will commence employment with the Company on **August 05, 2021 (Thursday)**.

4. OFFER VALIDITY

Please note that this offer stands, valid till **August 04, 2021**, failing which this offer will stand withdrawn and cancelled, unless notified in writing by you seeking extension of the offer and acceptance by Company.



5. PROBATION & CONFIRMATION

- I. The first Six (6) months of your service will be on probation. On successful completion of probation, you will be confirmed as a permanent employee.
- II. There will be no adjustment to your salary upon your successful completion of your probation.

6. REMUNERATION

a) Salary

Your CTC will be **INR 450,000.00** per annum Only.

The Company will make an employer's contribution to the Provident Fund, in accordance with statutory requirements.

Salary is calculated on monthly basis and is paid by cheque / transfer on or before 5th day of each month.

b) Annual Salary Review

Salaries are generally reviewed on 1st April of each year provided you have been in continuous employment with CSW for more than 4 months preceding this date. Effectively, this means you must be in continuous employment with the Company before 30th November of the preceding year. All salary reviews will be subject to the guidelines set out in the Company policy. Any increment in salary shall be based on your merit and performance subject to the discretion of the Company.

7. STOCK OPTIONS

You will be granted an option for Employee Stock Options (ESOP) of the Common Stock of the Company after the successful probation. The exercise price per share of the Option will be determined by the Board of Directors when the option is granted.

8. PERSONAL TAXATION & EMPLOYMENT LEGISLATION

The Company will not be responsible for your Income Tax as all tax relating to the remuneration under this employment will be borne by you.

9. WORKING HOURS

The Company's stipulated working hours starts from 9.00am to 6.00pm Monday to Friday.



10. TERM OF EMPLOYEMENT

10.1 (a) In acceptance of the offer for employment and subject to provisions for termination set forth below, you are required to serve the Company (Cyber Security Works Pvt. Ltd.) for 2 years from the date of joining.

(b) In the event of breaking the employment relationship by the employee within the agreed period of 2 years, you should reimburse the cost of training and incidental expenses incurred by the company (Cyber Security Works Pvt. Ltd.) amounting to Rs. 300,000 (Rupees Three Lakhs).

(C) The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving letter from the organization & at the same time organization has full right to initiate appropriate legal proceedings against the employee in case of breach of this employment agreement within 2 years from the date of appointment.

(d) You will be dealt with the terms mentioned under clause 18 of this offer letter if you want to leave the employment without giving prior notice as required by the company (Cyber Security Works Pvt. Ltd.).

10.2 During your employment, the company may nominate you to attend training that might involve considerable cost. Similarly, you may be deputed to client's site to gain knowledge and expertise and utilize the same to execute projects. You are expected to serve the company on completion of the training / knowledge transfer for a specified period as may be required by the company based on the knowledge and expertise gained by you during the course of client's visit.

(a) You will devote full time to the work of the company and shall not undertake any other direct / indirect business or work, honorary or remunerative (such as bug bounties, etc.), except with the prior written permission of the company.

(b) You will assign to the company in the course of your job, all right, title and interest in any invention or zero days or improvement that you may lily or jointly relating to the products / services developed and you will perform any acts, execute such documents that the company, may be need or desirable or require to secure to the company patent protection and any / all rights relating to invention or improvements.

(c) You shall regularly sign in the attendance sheet or use biometric attendance system maintained by the company for the employees

(d) You shall maintain and keep in your safe custody such books, registers, documents, emails and other papers as may be issued to you or may come in your possession and shall return the same when required by the company.



10.3 During the term of employment and in the event of ceasing the services of the company for whatsoever reason, you agree that, in addition to any other limitation during the term of your employment and for a period of two (2) years after the termination of your employment, you will not directly or indirectly;

- a. You cannot be part of any Bug Bounty Program on an individual capacity
- b. Any participation needs to be approved by the manager and participation should only be on behalf of the Company (Cyber Security Works).
- c. Solicit or accept employment from Company's (Cyber Security Works) clients to whom you had provided services in the last 3 years.
- d. Solicit or accept employment from any CERT-In empanelled companies listed under CERT-IN.
- e. Solicit or accept employment from Company's (Cyber Security Works Pvt. Ltd.) partner companies to whom CSW has delivered services in the last 3 years.
- f. Solicit or accept employment from companies with whom Company (Cyber Security Works Pvt. Ltd.) has jointly delivered services for client engagements in the last 3 years.
- g. Act as a partner, director, agent of any Company's (Cyber Security Works Pvt. Ltd.) client whom you had provided services as a Company (Cyber Security Works Pvt. Ltd.) employee
- h. Contact any persons or companies which are customers or prospective customers of the Company or any of its affiliates or subsidiaries for the purpose of soliciting the customers or prospective customers in competition with the Company its affiliates or subsidiaries nor solicit or divert or cause anyone to solicit or divert, any such customers or prospective customers from the Company's its subsidiaries, affiliates.

For the purpose of point No. (a) & (e) above, CSW client means any organization or person or franchisee to which for a fee or charge, Company has provided services. A prospective client means a person, or any other organization or person to which Company has within the twelve (12) months period preceding such termination or separation of employment, submitted a proposal to provide services.

- 10.4 a. If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other processes / methods, likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvements and you shall assign all your rights to the company for the purpose of seeking any patent rights in respect thereof or for any other purpose.
- b. Upon leaving the company, you will not take with you any drawing, software code, blue print or other reproduction or other data, tables, calculations, letter or other documents or any other writing or copy of writing of any nature whatsoever pertaining to the business of the company or any of its subsidiaries.



11. SICK LEAVE (SL)

You are entitled to Six (6) Sick Leaves in a calendar year.

This leave can be availed only for the purpose of sickness. A medical proof must be provided for sick leave of more than Two (2) consecutive days.

All un-availed Sick Leaves will be carried forward to the following year with a maximum accumulation of 18 days in a calendar year.

12. CASUAL LEAVE (CL)

You are entitled to Four (4) working days of paid Casual leave (CL). CL shall be taken subject to work requirements and the exigencies of the Company's business, and with prior approval from your Manager. All CL must be taken within the calendar year and cannot be accumulated to the following year.

13. Paid Time Off (PTO)

You are entitled to Twelve (12) working days of Paid Time Off (PTO). PTO will be credited to the employee at the start of each month or on a pro-rated basis for the employees joining in the middle of the year. Leaves must be availed subject to work requirements and the exigencies of the Company's business, and with prior approval from your Manager.

All un-availed PTO will be carried forward to the following year with a maximum accumulation of 24 days in a calendar year.

14. HOME ADDRESS

You must keep the Human Resources Department informed of any change in your home address or telephone number or of the person who is to be notified in case of emergency.

15. CLOSED HOLIDAYS

The Company observes 10 days closed holidays out of the lot declared under section 25 of The Negotiable Instruments Act, 1881. These days are specified by the company and reviewed annually.

16. CONFLICT OF INTEREST

Your position with the Company calls for your whole-time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.



17. VERIFICATION

Your appointment and its continuance are subject to a process of Verification checks which would include Verification of previous employment, Verification of highest qualification, Reference checks and Address verification, which is outsourced to a third party.

Police Clearance Certificate: This offer is also subject to proper release from your present employer and subject to Police clearance certificate.

18. NOTICE OF CESSATION

Your services can be terminated by the Company (Cyber Security Works Pvt. Ltd.) by giving you 90 days' notice in writing during any time of the employment. After 2 years of agreed period of employment, you can resign from the company by giving 90 days advance notice in writing to the Company failing which you are liable to pay all expenses incurred by CSW including the attorney fees, training fees which amounts to INR 300,000 (Rupees Three Lakhs).

During the Probationary period, in case of performance issues, your service is subject to termination with 15 days' notice.

In case of any behavioral/disciplinary issues or found any other reasonable cause of inappropriateness then your service shall be terminated without any notice period.

Leaves earned (CL, PTO) during employment, shall not be used to offset against the period of notice of termination. Upon acceptance of a resignation, the Company will automatically rescind all your previously approved Leaves except for the Sick Leaves.

Any leaves availed during the notice period may result in extension of notice period and or will result in LOP upon management's discretion.

19. RECOVERY

In case you have been paid any amount at the time of joining, in lieu of notice pay reimbursement or relocation reimbursement, the Firm will have the right to recover the full amount paid to you, in case, you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

20. COPYRIGHT MATERIALS

You acknowledge that the copyright material or any invention or patentable idea created by you during the course of your employment with the Company, belongs to and vests in the Company and agree that if required, you will execute any documents and do necessary, at the expense of the Company, to assign the said rights to the Company and/or to the effect the registration of such rights in the name of the Company or its nominee in any country in the world.



21. CONFIDENTIALITY

Company is committed to preserving customer and employee trust. All information, whether it is business, customer or employee-related, must be treated in a confidential manner, and disclosing it is limited to those people who have an appropriate business or legal reason to have access to the information. You need to take special precautions when transmitting information via e-mail, fax, the Internet, or other media. Remember to treat all such communications as if they were public documents and printed on letterhead. In addition, Company meetings are confidential. You may not use audio or video equipment to record these meetings without the specific prior authorization of the head of your department.

You will be asked to sign the Non-Disclosure Agreement (NDA) on the day of your joining.

22. NO DUE CERTIFICATE

Upon the termination of your employment, you will immediately surrender to the Company all documents and any other property entrusted to you in the course of your employment. It is employee's responsibility to submit the No Due Certificate to complete the exit formalities.

If you accept this offer of employment, kindly sign and return a copy of this letter to us this will thereby constitute your Contract of Service with Cyber Security Works Pvt. Ltd.

Yours sincerely,
Cyber Security Works Pvt. Ltd.

Mohamed Zaki
Manager - HR

To: Cyber Security Works

I, Infant Yabesh. K, by virtue of my signature hereinafter, understand and accept all the terms and conditions of my employment as contained hereinbefore in this letter.

Signature: 
Infant Yabesh. K

Date: 08 / 03 / 2021

ANNEXURE TO EMPLOYMENT LETTER

August 03, 2021

For Infant Yabesh. K

Monthly emoluments		
A. Particulars Rs.	/ Month Rs.	/ Annum
Basic Pay	15,000.00	180,000.00
HRA	7,500.00	90,000.00
Telephone Reimbursement*	500.00	6,000.00
Leave Travel Allowance (LTA)*	1,250.00	15,000.00
Special Allowance	10,950.00	131,400.00
Gross Salary	35 200.00	422 400.00
Employer PF Contribution	1,800.00	21,600.00
Health Insurance	500.00	6,000.00
Total CTC	37,500.00	450,000.00

1. Provident Fund would be applicable as per Government norms. Present rate 12% will be applicable for both Employer and Employee.
2. Variable Pay would vary based on your and company performance and will be paid quarterly.
3. TDS and other Government taxes like professional taxes, etc., will be applicable as per Government norms. Components marked with * requires proof for TDS Exemption.
4. Health Insurance will be applicable as per company policy for employee and may vary after annual renewal.
5. The company will also provide personal accident insurance cover for you, up to 3 times of the CTC.
6. Gratuity is on completion of five years of service with the company, you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your Gratuity account annually.

For **Cyber Security Works Pvt. Ltd.**

Mohamed Zaki
Manager - HR

Signature: 
Infant Yabesh. K

Date: **08 / 03 / 2021**

Kindly produce the following documents on the acceptance of the offer

1. Passport size photos (3 Nos.)
2. Aadhaar Card copy
3. PAN Card copy
4. Form 16 of previous employment(s)
5. Academic Certificates (SSLC (10th), HSC (+12), Bachelors' Degree, Master's Degree
and any technical qualification
6. Relieving letter copy of all the previous company (for experienced candidate)
7. Cancelled cheque or Bank Statement or Passbook copy
8. Police verification certificate

(This you can do it online

<https://eservices.tnpolice.gov.in/CCTNSNICSDC/NewRegister?0>, select the option
of "Self-Verification").

For state other than TamilNadu, please check online or visit the nearest police station
for detail.

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