



Ref: Offer letter/ DM India

**APPOINTMENT LETTER
(Private and Confidential)**

Date: 08 June 2021

Name (“Employee”): Venugopal Natukula

Address: 16/678 – 16 – 4, Masupeta, Siddavatam
Road, Kadapa, Andhra Pradesh –
516001

Email: venugopal6282@gmail.com

Phone Number 9490956282

Dear Venugopal

CONGRATULATIONS!!

With great pleasure we invite you to be an integral part of Decision Minds India Pvt. Ltd., a fastest growing pure-play data science solutions and services company.

With reference to your recent application and the subsequent interview’s you had with us, Decision Minds is pleased to confirm an offer of employment to you as “ Junior Software Engineer ”

The Terms & Conditions of the Employment offer are as follows:

1. Date of Commencement:

Your employment with the company shall commence on 09 June 2021

2. Compensation:

Your cost to company (CTC) will be Rs. 2,75,000/- (Rupees Rupees Two Lakh Seventy Five Thousand only) per annum. Please refer to the Compensation sheet in Annexure A.

Decision Minds India Private Limited

Unit No G03, Ground Floor, C2 Block, Brigade Tech Gardens, Brookfield,
Bengaluru, Karnataka, 560037, India



3. Location:

You will be based in Bengaluru, however, you will be liable to be transferred in such capacity as the Company may from time to time determine to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

4. Probation: You will be under Probation for a period of six months from the above Date of Commencement.

5. Confirmation:

On satisfactory completion of your Probation your services will be confirmed by the management in writing. The company reserves the right to extend the probationary period in the event that your performance is not up to expectation.

6. Background Checks:

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action.

7.1 Employment Mandatory Tenure:

You are liable to work with Decision Minds for a period 18 months from the date of appointment as a mandatory tenure, failing which you will be considered to be in breach of the agreement and the amount of INR 1,00,000/- will be payable by you. However, Decision Minds has full rights to terminate your employment for breach of conduct, poor performance, causing damage to company's infrastructure and assets.



7.2 Notice Period:

You or The Company may terminate your service at any time by giving 30 days' notice or basic salary in lieu thereof during the Probation period and by giving 60 days of notice or basic salary in lieu thereof, after confirmation of your services. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

7.3 Advance Payments Recovery Clause:

Amount paid in terms of Joining Bonus, Retention Bonus, Relocation Bonus and Accommodation is treated as an advance payment and nullified after completing 1 year of service from the date of joining. However, if the employee who has availed above benefits, resigns or is terminated from the Company within one year from their date of joining, the amount paid towards advance payment will be recovered.

8. Salary Review:

Your salary reviews and re-fitments will always be subject to the schedules as may be implemented by the company from time to time.

9. Working Hours:

The normal working hours of the company are from Monday - Friday (9.30 AM to 6.30 PM). However your working hours may vary according to the operational needs of different clients and projects and you may be required to work on a shift system, the details of which will be provided to you on joining. The Company reserves the right to amend hours of work as necessary to meet the requirements of the business and you hereby agree to the same.

10. Property Rights

You shall take reasonable care in maintaining and protecting the assets, properties, facilities, software and hardware, if and when provided by the Company for your use. On demand, you shall take steps to return such assets, properties etc., back to the Company in the same condition as given, subject to normal wear and tear, on cessation of employment or any other time, as may be required by the Company Failing this, Company shall be entitled to recover such costs/ compensation as it may deem fit, keeping in view the cost of such assets, properties etc.

- (i) **Conflict of Interest:** You shall not either directly or indirectly, either for yourself or for any person, firm or organization seek/ accept employment/consultancy contract/assignment with Customers and Prospective, Customers of the company (Prospector Customers shall mean and include all parties with whom the company has been negotiating with in the past twelve months) engage in any activity that it in conflict with the Company's business interests, solicit divert or take away any of



Company's Customers, employees, Contractors or Consultants, use for gain any information, contacts, relationships, or business opportunities that you become aware of during your service with the Company during your employment with Company or for a period of two years from the date of leaving the Company due to resignation or separation.

- (ii) **Dual Employment/ Business activities:** During the term of employment with the company, you will not carry on any other employment or business activities directly or indirectly, which are competitive with or otherwise conflict with the interests of the company, for any part during or outside the working hours of the company with any person/organization, whether paid or honorary, of any type, for any purpose whatsoever except with the prior consent of the company in writing. You shall devote the whole time and attention to the duties assigned to promote the interests of the company. Your continuation in employment is subject to your maintaining clean criminal and financial records.

11. Confidentiality:

You acknowledge that certain confidential information of the Company, whether or not marked as such, may be disclosed or made available to you by virtue of your appointment. You shall not disclose or use at any time, such confidential information in the manner and to the extent as set forth in a separate Non-Disclosure and IP Assignment Agreement that is annexed hereto as "Annexure B" (which can be reviewed from time to time). Accordingly, you will be required to execute such agreement as a condition of your employment.

The following information and materials, whether oral, written, magnetic, photographic, optical or any other information whether now existing or created during the period of employment with the Company will also constitute "Confidential Information".

- (i) **Trade Secrets:** Any and all proprietary and technical information of the company in the nature of computer programs, services, systems, know-how, discoveries, inventions, and the like employed by the company and/or its affiliates.
- (ii) **Business Procedures:** Internal business procedures and business plans, licensing technique, technical data, vendor names, purchasing information, financial information, service and operational manual, employee salaries, bonus structure, ideas for new businesses and any such information, which relates to the way the company conducts its business and which is generally not known to the public.
- (iii) **Marketing Plans and Customer Information:** Any and all non-public Customer lists or marketing information and material, such as Marketing and Business development plans, sales figures, profit margins, sales forecast, volumes, future plans, and potential strategies;

- (iv) **Financial data:** including financial statements, management reports, income and cost projections, billing schedules, billing policies, discount procedures, quoting policies;
- (v) **Customer/Client data:** Including lists, names and information about existing, past or prospective Customers/Clients and their representatives, data about the terms, any communication to or from a Customer/Clients conditions and expiration of existing contracts with Customers, the quantity and nature of services received by Customers and collections, discounts or any other information obtained by the Company in its capacity as consultant for any Customers.
- (vi) **Third party Information:** Any and all information and material in the Company's possession or under its control from any other person or entity which the Company is obligated to treat as confidential or proprietary. All such confidential information is the sole property of the company. You will not disclose any Confidential Information to any person (Except solely in performing your duties as an employee of the company) and will otherwise keep all Confidential Information in strictest confidence and not use it for any purpose adverse to the Company. This obligation will persist even after your employment with the company or on entering the services of another Company. Any violation of this Agreement on your part will entitle the company to take appropriate legal action against you. On termination of your employment with the company, for whatever reason, you will be required to immediately return to the company and/or its Customers, all Confidential Information and all other material/ property belonging to the company /Customer in your possession. You will not make copies of the material in your possession and continue to keep all Confidential Information in strictest confidence.

12. Expectation of Privacy

You acknowledge that in consideration of the use of the Company's communication and information technology assets in the course and scope of your employment, the Company shall have the right to monitor and inspect any and all documents and communication contained therein or made thereon. In that regard, you acknowledge and accept that you have no reasonable expectation of privacy with respect to the use of the Company's communication and information technology assets.

13. Disciplinary action on account of misconduct or breach of any service condition, discrimination, Bias & Harassment

You will at any time be liable for the disciplinary action such as warning, suspension, discharge, dismissal or losing lien of employment for unsatisfactory performance, causing damage, financial loss to the company, committing breach of any service condition, misconducts such as irregular attendance, unauthorized absence, misbehaviour or any unworthy acts like theft, misappropriation/fraud, dishonesty, immorality, any act amounting to moral turpitude, conviction falsification of documents/records or information given in your

bio-data/application for securing job in the company or any undesirable acts which in the opinion of the company is prejudiced and detrimental to the interest of the company.

Employees are entitled to a work environment free of racial, sexual, ethnic, and religious bias and harassment. Racial, sexual, ethnic, or religious jokes or comments are subject to individual interpretation and may be offensive to some employees. Intimidation, coercion and threats, or actions leading to bodily harm are also unacceptable.

14. Term and Termination:

Either party may terminate your employment with the Company by giving a 30 day written notice of termination of employment. The contract of service may also be terminated because of under mentioned stipulations. This will be without payment of any compensation.

- a. Breach of company's standards with respect to integrity, ethics, honesty, sincerity and loss of confidence.
- b. Failure to follow the rules and regulations of the Company.
- c. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement without liability for compensation or damages upon the happening of any of the following events:
 - i. Forthwith if you commit any false or misrepresented information or any wilfully suppressed material information.
 - ii. Forthwith if you are guilty of any grave misconduct or wilful neglect in the discharge of your duties hereunder; or
 - iii. Forthwith if you are convicted of any criminal offence other than an offence which in the reasonable opinion of the representatives of the Company does not affect your position as an employee of the Company; or
 - iv. Forthwith, if the company finds you to be inefficient, indisciplined and careless or guilty of misconduct, or acting against the interest of the Company's policies and procedures, the company will terminate your services immediately without pay.
 - v. Forthwith, if you fail to meet the performance standards, inefficiency in performing your duties, finds irresponsible, not productive and not able to achieve targets set by your manager for 3 consecutive months.
- d. Further, the parties herein agree that the appointment under this Agreement is being made on the basis of the particulars such as qualifications etc., as given in your application for employment and if at any point of time it comes to the Company's notice that any information given is false or incorrect, your appointment will be deemed void and liable for termination without any notice or salary in lieu of notice.
- e. In case of Termination due to above mentioned reasons, Company will not compensate for the duration worked, unpaid.



15. Consequences of Termination/On Separation

You agree that if your employment is terminated for any reason, or in case you resign from your employment, you shall immediately and without request deliver to the Company any and all physical assets entrusted to you by the Company and all records and papers and all matters of whatever nature which contain the Company's confidential information.

16. Publishing

You agree not to disclose any confidential information of the Company in any publication without prior written approval of the Company. The Company agrees that approval will not be unreasonably withheld, if the proposed release would not offer a potential competitive disadvantage to the Company, or a competitive advantage to the Company's competitors.

17. Law and Language

This Agreement constitutes the entire terms and conditions of your employment with the Company, besides any prevailing Company Regulations as may be applicable. It is understood and agreed by you that your employment with the Company and any ensuing relations and obligations shall be governed by the laws of India, and venue for any disputes arising from your employment will be Bangalore, Karnataka.

18. Modifications

This Agreement may not be amended or modified except by in writing, signed by Proprietor of the Company and by you.

19. Entire Agreement

This Agreement along with annexure sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. We enclose two sets of the Agreement duly executed by us. Kindly sign the same and return us one set in acceptance of the terms and conditions herein mentioned. We are looking forward to the prospect of you joining us and look forward to working with you. If you have any questions, please feel free to contact me.

20. Offer Acceptance & Reporting:

If the terms and conditions offered herein are acceptable to you, please revert with your acceptance and confirm your joining date. Please note that the offer acceptance email should reach us within 3 business days from the date of this offer, failing which this offer letter and its contents will stand withdrawn and cancelled automatically, without any further notice to you.

You will be required to report for duties on the specified joining date.

You will be required to submit to our HR department, the documents as mentioned in the below checklist mandatorily at the time of your joining.

In addition to this please send us the scan copies of below mentioned documents 3 days prior to your joining. Please note that in absence of the documents, we will be unable to process your appointment on the same day.

21. Payment of gratuity: Eligibility and calculation

Gratuity shall be payable to an employee on termination of employment after he/she has rendered continuous service for not less than 5 years in a single organisation. The termination can be due to: Superannuation, Retirement or resignation, and Death or disablement due to accident or disease. Completion of continuous service of 5 years is not required where termination of employment is due to death or disablement. In such case mandatory gratuity is payable.

Gratuity is paid at a rate of 15 days' wages for every completed year of service or part thereof in excess of six months. The wages here mean wages last drawn by the employee. The "15 days' wages" will be calculated by dividing the last drawn wages by 26 and multiplying the result with 15.

If you have any query / clarification regarding this offer Letter or the joining please contact HR –Person at +91-7406790005.

The following documents are to be submitted on the date of joining	
1.	Proof of Age
2.	Copies of Educational and Experience Certificates
3.	Relieving Certificate from previous employer, if any
4.	Appointment Letter of previous Employer and Salary revision letters
5.	Last 3 months pay slips
6.	Form 16 (TDS Certificate) If any
7.	Copy of PAN Card
8.	Original Passport
9.	Four Passport sized Photographs
Please bring photocopies of all the above mentioned documents along with the originals. The originals will be returned to you immediately after the verification. Your appointment will be subject to verification of references.	



We welcome you to the Decision Minds family and wish you a rewarding career over the years to come.

For Decision Minds India Private Ltd.,

Vivek R: VP Engineering (Authorized Signatory & Title)

Vivek Raghunathan (Signature)

Jun 13 2021 (Date Signed)

Employee Confirmation:

I accept the offer and confirm that there have been no other commitments made during the hiring process other than the specified in the offer letter. (Example – on site opportunity, compensation, promotion and salary).

I accept the offer but would like to mention that the following discussion had during the hiring process (please mention the comments):

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ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS LETTER.

Name: Venugopal Natukula

Date : Jun 08 2021

N. Venugopal
Signature

Decision Minds India Private Limited

Unit No G03, Ground Floor, C2 Block, Brigade Tech Gardens, Brookfield,
Bengaluru, Karnataka, 560037, India

Confidential
ANNEXURE – A

COMPENSATION STRUCTURE		
Emp. Name: Venugopal Natukula		Designation : Junior Software Engineer
<u>DISCRIPTION</u>	<u>Monthly</u>	<u>Annual</u>
Basic	16,000	192,000
HRA	3,348	40,175
Medical Allowance	***	***
Gratuity	769	9,225
Gross Salary	20,117	241,400
Employer PF contribution	1,800	21,600
Group Health Insurance	1,000	12,000
Variable CTC**	***	***
Fixed CTC	22,917	275,000
Total CTC	22,917	275,000

Variable Pay:** Will be paid considering individual performance which is measured using assigned Key result areas (KRA) and overall company performance. Variable pay will be paid Bi Annually during the appraisal cycle based on your KRA achievement.

Your compensation details are strictly personal and confidential and should not be disclosed to others. I have read the contents of the offer letter and accept all the terms and conditions of this letter and the enclosed annexure. In their totality and also confirms that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits etc. than mentioned in the same, either monitory or otherwise, unless and until the company specifically agrees in writing, herein after.

ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS LETTER.	
Name: Venugopal Natukula	 Signature
Date : Jun 08 2021	



ANNEXURE “B”

EMPLOYEE NON-DISCLOSURE, INVENTIONS ASSIGNMENT AND NON-COMPETITION AGREEMENT

In consideration of my employment or continued employment by the Company, the compensation received earlier, now and hereafter to be paid to me, the intellectual input received by me from the Company and other good and adequate consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree as follows:

1. NONDISCLOSURE

1.1 Recognition of Company's Rights

I recognize that any and all information that may be provided or disclosed to me by the Company, constitutes the valuable and proprietary intellectual property and confidential information, belonging to the Company and that I shall have no right, title or interest in such information, except to the extent specified in this Agreement.

1.2 Nondisclosure

At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I have been informed and acknowledge that all Proprietary Information, trade secrets, Inventions, etc. is provided to me in trust for the purpose of use by me on behalf of the Company. Accordingly, any violation of the terms of this Agreement by me in relation to such Proprietary Information or the unauthorized taking of the Company's trade secrets shall be considered as a breach of trust by me and may subject me to any action whether under civil law, tort law, criminal law or otherwise.

2. NON-SOLICITATION OF EMPLOYEES, CONSULTANTS, CONTRACTORS OR CUSTOMERS.

I agree that for the period of my employment by the Company and for three (3) years after the date my employment by the Company ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company, I will not, either directly or through others,

(i) Solicit or attempt to solicit any employee, independent contractor or consultant of the Company to become an employee, consultant or independent contractor to or for any other person or entity, and

(ii) Solicit any customers of the Company with whom I had contact or whose identity I learned as a result of my employment with the Company. The parties agree that for purposes of this Agreement, a customer is any person or entity to which the Company has provided goods or services at any time during the period commencing six (6) months prior to my employment with the Company and ending on the date my employment with the Company ends.

3. NON-CONFLICTING AGREEMENT OR OBLIGATION

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement or obligation of any kind made prior to my employment by the Company, including agreements or obligations I may have with prior employers or entities for which I have provided services. I have not entered into, and I agree I will not enter into, any agreement or obligation either written or oral in conflict herewith.

4. ENTIRE AGREEMENT

The obligations pursuant to this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and non-competition during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or discussions between us on this subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.



**ACCEPTED NON-DISCLOSURE, INVENTIONS ASSIGNMENT AND
NONCOMPETITION AGREEMENT**

Name: Venugopal Natukula

N. Venugopal

Name: Jun 08 2021

Signature

Decision Minds India Private Limited

Unit No G03, Ground Floor, C2 Block, Brigade Tech Gardens, Brookfield,
Bengaluru, Karnataka, 560037, India

Signatures

Date: Jun 08 2021

Signature: Shalini Zulapi
Shalini Zulapi

Date: Jun 09 2021

Signature: Jeyganesh M
Jeyganesh M

Date: Jun 14 2021

Signature: Balaji Aridaran
Balaji