



OFFER LETTER

To,

Battu Thamby Jeevan Kumar ,
S/o Battu Chanti Babu,
2-360/1 Kothapalli
Krishna Andhra Pradesh-521111
Email: battuthamby25@gmail.com
Phone: +91 9629701839

Date: 18th August 2021

Dear Jeevan,

Subject: Letter of Appointment

Reference: Interview Dated: 10th August 2021

We, at Pactera Technologies India Private Limited, a company incorporated and registered under the provisions of Indian Companies Act, 1956, as amended having its registered office at 2nd Floor, Isprout, Purvasummit building, Whitefield's, Kondapur, Hyderabad, Telangana – 500081 (hereinafter referred to as the "Company"), have the pleasure in appointing you as Junior Data Service Engineer on the following terms and conditions, read with Company policies, applicable laws and other rules and regulations formulated from time to time by the Company:

1. APPOINTMENT, RESPONSIBILITIES AND OBLIGATIONS:

- 1.1. This Letter of Appointment is specifically issued for your employment at the Special Economic Zone unit of the company located at Unit # 1401, 14th Floor, Building # 12D, Mindspace, Sundew Properties, Survey No. 64 (part), TSIIIC Software Layout, Hi Tech City, Madhapur, Next to VSNL Building, Hyderabad – 500081 and shall also be governed by such applicable provisions of the SEZ Act, 2005 and rules made thereunder;
- 1.2. Subject to terms and conditions agreed under this Letter of Appointment and Company Policy, your date of appointment is on or before 16th August 2021 as Junior Data Service Engineer of the Company.
- 1.3. You are required to fully disclose any situations that reasonably could be expected to give rise to a conflict of interest. If you suspect that you have a conflict of interest, or something that others could reasonably perceive as a conflict of interest, you must report it immediately to your reporting senior named below. Conflicts of interest may only be waived by the Company's Board, or the appropriate committee of the Board.



- 1.4. You will report to India Delivery Centre Head and will be working at the Hyderabad office of the Company. However, in respect of your role, duties and responsibilities, and the needs, the Company will be within its right to transfer you for work or loan the duties to be performed by you to other locations of the Company.
- 1.5. The probation period will be for six (06) months from the date of this Letter of Appointment. The Company can extend the period of probation for any such number of days or months for better assessment of performance in its sole discretion. Upon satisfactory completion of the probation period, you will be confirmed into employment with the Company.
- 1.6. During the period of probation, your services can be terminated by giving one month's notice or one month's gross pay in lieu thereof on either side at the sole discretion of the Management. On confirmation of your services in the Company, your services shall be terminable by giving two months' notice on either side at the sole discretion of the Management.
- 1.7. The Company may terminate Employee's employment pursuant to this Agreement without cause at its sole discretion or for any reason at any time within 180 days from the date of joining upon advance notice of one (1) month in writing or equivalent payment in lieu of notice in accordance with applicable law.
- 1.8. You are required faithfully devote his best efforts and full working time, attention and skill to be business of the Company as is necessary to effectively perform your obligations. You shall perform your obligations, responsibilities, and duties in coordination with other employees and consultants of the Company. You have represented that you are / are not a member of any trade union and that you shall not involve in any activity that restricts or in any way affects your working time and/or performance of your duties in furtherance to this Letter of Appointment.
- 1.9. You are required to adhere to all the policies, guidelines, rules and instructions of the Company and/or as applicable on the Company (including its employees, agents, consultants etc.) through parent or group company and whether currently effective or to be made effective including without those on anti-corruption, code of business conduct & ethics, workplace anti-harassment, etc. ("Company Policy"). You hereby acknowledge that the Company's Policy are subject to change, amendment and it shall be your duty to comply with the same or any amended or modified version of the same from time to time. Breach of any of Company's policies would be treated as misconduct and you shall be liable for disciplinary proceedings. In case of any conflict of this Employment Agreement, by interpretation or otherwise, with the policies of the Company, the policies of the Company shall prevail. If the employee is found guilty, then notice and severance pay would not be applicable.
2. **COMPENSATION.** Subject to Company Policy, the Company agrees to provide you compensation CTC of 2,20,000 LPA (Indian Rupees Two Lakhs Twenty Thousand) is the fixed CTC during the Term of his employment with the Company pursuant to the terms and conditions of this Letter of Appointment.
 - 2.1. **Annual Base Pay.** From the effective Date of this Letter of Appointment, the Company agrees to pay you, unless otherwise adjusted as provided in this Section 2.1, an annual base pay of INR 1,96,350 (Indian Rupees One Lakhs Ninety Six Thousand Three Hundred Fifty) (the "Base Pay"), payable monthly in accordance with the Company's payroll policies and procedures. Any payments to be made to you under this Letter of Appointment shall be subject to applicable tax deductions.



- 2.2. Business Expenses: The Company agrees that you shall be entitled to reimbursement for all reasonable expenses that you may incur in the performance of your duties and obligations under this Letter of Appointment; provided, however, that such reimbursement shall be subject to the Company's policies for business expense reimbursement, and you shall be required to submit to the Company acceptable documentation for all such expenses.
- 2.3. Employee-benefits as available under applicable laws will be extended to you as and when you become eligible for the same.
- 2.4. You shall be entitled to medical insurance benefit subscribed by the Company as per terms & conditions provided in the Company Policy. The medical insurance policy is to support you, your spouse and up to two children as dependents from unanticipated medical requirements.
- 2.5 Your salary will be reviewed latest by year end based on our performance management norms and the existing policy of the Company and your performance each year and on such effective date as applicable to employees in your category. However, to be eligible for being considered for any salary revision as per above, you must have worked for at least six complete months from the date of your joining failing which the revision shall be considered in the following year, considering the full period, since the date of joining.
- 2.6 Upon your termination, you agree that payment of your compensation through the date of termination, subject to all authorized deductions, shall fully satisfy all claims under this Letter of Appointment against the Company, its parents, subsidiaries, affiliates, and related companies.

3 **LEAVES**

As per Company's Policy, the Employee is entitled to earned leaves, casual leaves, sick leaves, during each calendar year availed as per Company Policy, during the Term of his/her employment pursuant to this Agreement. Further, Employee may carry forward un-availed paid leaves, as per the terms and conditions stated in the Company Policy.

4 **NON-DISCLOSURE.**

- 4.1. During and after your appointment with the Company, you shall not, directly or indirectly, disclose any Confidential Information, as defined hereunder, unless such disclosure is: (i) to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of his duties as an employee of the Company; or (ii) authorized in writing by the Company; or (iii) required by any court or administrative agency.
- 4.2. If this Letter of Appointment is terminated for any reason, you shall, within 24 hours from this appointment being terminated (sooner if requested by the Company), return all Confidential Information as per instructions issued to you.
- 4.3. "Confidential Information" means any non-public technical information, trade secrets Intellectual Property and any other confidential information regarding the business affairs of the Company or its stockholders or any of their respective affiliates, employees, agents or assigns including, without limitation, any information concerning methods or business operations; information comprising the identity, prospect lists of descriptions of any customers, potential customers or referral sources, financial information contract proposals or bidding information; business plans and training and operations methods and manuals etc.; records, files, documents,



materials, resumes, copies, equipment, literature, data, information, audio or videotapes, order forms, memoranda, correspondence, customer lists or information, prospect lists or information, financial statements or information pertaining to the Company, its customers, clients or prospects, documents, deposit records, agreements, contracts, orders, records, policy or procedure manuals, cards or notes acquired, compiled or coming into your knowledge, possession or control in connection with his activities as an employee of the Company, as well as all machines, parts, equipment's, assets properties or other materials received from the Company or from any of its customers, clients, or prospects in connection with such activities; fee structure; and management systems, policies or procedures, including related forms and manuals. Confidential Information also includes: all invention records, research documents, computer software, drawings, notes, notebooks, documents, designs, specifications, reports, codes, papers, books, and forecasts. You acknowledge and agree that any Confidential Information, if disclosed, could place the Company at a competitive disadvantage.

- 4.4. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 4.5. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

5 INTELLECTUAL PROPERTY

- 5.1. "Intellectual Property" shall mean & include:
- (i) all trademarks, trade-names, logos, inventions, improvements, or developments, whether patentable or unpatentable, all scientific, engineering and technical information, trade secrets, proprietary data, or other valuable business information, data and know-how of any nature which relate to Company's or its affiliates' business, products or services, and which are generated or created by, at, for the Company or one of its affiliates whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with Company;
 - (ii) all copyrightable works which relate to Company's or its affiliates' business, products or services whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company. You acknowledge that all original works of authorship that are made by you solely or jointly with others within the scope of your employment with Company and which are protectable by copyright is the property of the Company;
 - (iii) all designs, images, artwork, drawings, blue-prints, related works capable of being registered as design under Indian Designs Act, 2000 which relate to Company's or its Affiliates' business, products or services, whether created, made, conceived or developed during or outside normal working hours or on or off Company premises, during your employment with the Company;
- 5.2. You agree & undertake to promptly disclose to Company all Intellectual Property which you may author, create, make conceive or develop, or has authored, created, made, conceived or developed, either solely or jointly with



others, whether during or outside normal working hours or on or off Company premises, during your employment with the Company.

- 5.3. You agree to and hereby assign, sell, grant, and convey to Company, its successors and assigns, all of your entire right, title and interest in and to all Intellectual Property that you may author, create, make, conceive or develop, or has authored, created, made conceived or developed, either solely or jointly with others during your employment with the Company. To the extent permitted by law, you hereby expressly and forever waive any and all moral rights that may arise thereunder. The waiver applies, without limitation, to any and all applications in which the attribution right, paternity right, or integrity right may be implicated. You shall not reverse engineer, de-scramble nor de-compile the Intellectual Property. You shall forthwith inform the Company regarding any infringement / misuse of the Intellectual Property that comes to his knowledge during his employment with the Company.
- 5.4. You shall, at any time upon request and at the expense of Company, execute and deliver all papers, and do any and all other lawful acts that may be desirable in the option of Company to secure, establish and maintain title in Company, its successors and assigns, to the Intellectual Property.
- 5.5. This Article is necessarily of a special, unique and extraordinary nature which gives it a value, the loss of which cannot reasonably or adequately be compensated for by money damages in an action at law, and the breach of this Article will cause Company to suffer irreparable injury and damage. Therefore, Company shall be entitled as a matter of right, without bond, to injunctive or other equitable relief in any court of competent jurisdiction to prevent the violation of any of the provisions of this Article. Neither this paragraph nor the exercise by Company of any of its rights hereunder shall constitute a waiver by Company or prejudice any other rights or remedies that it may have at law or in equity.
- 5.6. You acknowledge and agree that the obligations contemplated under this clause shall survive any termination of this Letter of Appointment and shall be fully enforceable subsequent to the termination of your employment.

6 **NON-COMPETITION**

6. 1. **Business Relationships and Goodwill.** You acknowledge and agree that as an employee and representative of the Company, you will be responsible for building and maintaining business relationships and goodwill with current and future customers, clients, and prospects in a personal level. You acknowledge and agree that this responsibility creates a special relationship of trust and confidence between the Company, you, and these persons or entities. You acknowledge and agree that this special relationship of trust and confidence between the Company, you, and current and future customers, clients, and prospects creates a high-risk opportunity for you to misappropriate these relationships and the goodwill existing between the Company and such persons and entities. You acknowledge and agree that it is fair and reasonable for the Company to take steps to protect itself from the risk of such misappropriation.
6. 2. **Consideration.** You acknowledge and agree that you have received, and will continue to receive, substantial and valuable consideration for the agreements set forth in this clause, including: (i) access to Confidential Information, as defined above, (ii) continued employment, and (iii) compensation as described herein. You acknowledge and agree that this constitutes fair and adequate consideration for the agreements set forth in this clause 5.



6. 3. You acknowledge and agree that the restrictive covenants and other terms and conditions of this Non-Compete are reasonable as to geography, duration, and scope, and necessary to protect the legitimate business interests and goodwill of the Company.
6. 4. Scope of Non-Competition Obligation. In consideration for the valuable consideration described in section 5.2 above, you acknowledge and agree that you shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates; not to solicit or take away or attempt to solicit or take away, directly or indirectly any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and not to engage in any work or other activity for a period of 01 year after expiry or termination of your employment with the Company whether as owner, partner, officer, consultant employee or otherwise involving directly or indirectly Company Information or a product, process or business similar to the product process or business area in which the you worked for the Company at any time during the period of two (2) years immediately prior to termination of employment except with the written approval of the Company.
6. 5. Enforcement. You acknowledge and agree that the agreements set forth in this clause are ancillary to an otherwise enforceable agreement and are supported by independent and valuable consideration. you further acknowledge and agrees that the limitations as to time, geographical area, and scope of activity, as outlined in this clause, are reasonable and acceptable to you and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of the Company.
- 6.6 You will immediately disclose to the Company in writing a description of your title, responsibilities and duties with your new employer. The Company may send a copy of the present Appointment Letter and/or other documents signed with/by you to your subsequent employer so that company may be on notice of the specific subject restrictions by which you are bound.
7. RULES OF CONSTRUCITON. The following provisions shall give the interpretation and enforcement of this Letter of Appointment:
- 7.1. Background verification: You understand, acknowledge and agree that your appointment as per terms hereunder will be contingent on completion of a background verification of previous employment(s), criminal record(s), residential & current address(es), national identity(ies) and educational qualification(s). You represent that all information provided to the Company regarding your background is true and correct. This Appointment letter, therefore, is contingent upon a clearance of such a background verification and/or reference check, if any. Upon receipt of unsatisfactory verification report, the Company reserves its right to terminate your appointment forthwith without any notice.
- 7.2. Payroll Deductions. You understand and agree that, with respect to any compensation required to be paid under this Letter of Appointment, the Company is authorized to withhold any amounts from such compensation required by central, state, or local law.
- 7.3. Employees are required to protect the Company's assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company's profitability. The use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.



- 7.4. Remedies. You understand and agree that, if you violate of the provisions set forth in this Letter of Appointment, the Company will suffer immediate and irreparable harm which cannot be accurately calculated in monetary damages. Consequently, you acknowledge and agree that the Company shall be entitled to immediate injunctive relief, either by temporary or permanent injunction, to prevent such a violation. You acknowledge and agree that this injunctive relief shall be in addition to any other legal or equitable relief to which the Company would be entitled.
- 7.5. Severability. The Parties acknowledge and agree that each provision of this Letter of Appointment shall be enforceable independently of every other provision. Furthermore, the Parties acknowledge and agree that, in the event any provision of this Letter of Appointment is determined to be enforceable for any reasonable, the remaining covenants and/or provisions will remain effective, binding, and enforceable. In the event any provision of this Letter of Appointment is determined to be enforceable for any reason, the Parties agree to substitute a comparable provision dealing with the same subject matter as the enforceable provision, which approximates the effect and intent of the enforceable provision to the maximum extent permissible under applicable law. If any provision of this agreement is declared excessively broad, you agree that it shall be construed so as to afford company the maximum protection permissible by law.
- 7.6. Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Letter of Appointment or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Letter of Appointment or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.
- 7.7. You have represented and warranted to the Company that you are not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of your prior employment or independent contractor relationships, which would be breached or violated by your execution of this Letter of Appointment or performance of his duties hereunder.
- 7.8. You shall indemnify and to save and hold harmless the Company and its affiliates, from and in respect of all reasonable fees, costs, and expenses, or third party claims etc. including legal fee paid in connection with or resulting from any claim, action, or demand against the Company that arises out of or in any way relates to any act or omission on the part of you during the performance of your duties and responsibilities during your employment with the Company.
- 7.9. Choice of Law. The Parties acknowledge and agree that the laws of India will govern the validity, interpretation, and effect of this Letter of Appointment and any other dispute relating to, or arising out of, the employment relationship between the Company and you. The courts at Hyderabad, Telangana shall have the exclusive jurisdiction to try disputes arising out of or in connection with this Letter of Appointment.
- 7.10. Modification. The provisions of this Letter of Appointment may not be modified by any subsequent agreement unless the modifying agreement (i) is in writing, (ii) contains any express provision referencing this Letter of Appointment, (iii) is signed by you, (iv) is signed by an authorized representative of the Company other than you, and (v) is approved by the Board of Directors of Company.



7.11. Execution. The Parties agree that this Letter of Appointment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment and each and every provision of our employee policies and other rules and regulations formulated from time to time, and that in consideration of we offering you employment with us, you voluntarily and unconditionally agree to abide by its terms and conditions of employment and our employee policies and other rules and regulations formulated from time to time.

Yours faithfully,
For M/s. Pactera Technologies India Private Limited

DocuSigned by:

Pooja Anthony

D7F34BF4D5BD42F...

Pooja Anthony
Authorized Signatory

On signing and acceptance of this Letter of Appointment, you have consented to us processing, both electronically and manually any appropriate data it may gather during your employment. This may include sensitive personal data, such as medical information, etc

I agree and accept employment with you based on the terms and conditions mentioned in this Letter of Appointment, which have been read and understood by me.

DocuSigned by:

A small image showing a handwritten signature in blue ink on a document.

F3340F4473D8461...

Battu Thampy Jeevan Kumar
Date:
Place:



Annexure

SALARY STRUCTURE		
Designation:	Junior Data Service Engineer	
CTC Per Annum (A+B+C)	Rs.	2,20,000
A: **Performance Incentive	Rs.	-
	Gross Salary per month + Retirals	Gross Salary Per Annum + Retirals
	Rs. 18,333.33	Rs. 2,20,000.00
Components (In INR)	Monthly	Annual
Basic	9,166.67	1,10,000.00
HRA	3,666.67	44,000.00
Professional Pursuit Allowance	-	-
LTA	-	-
Food/Meal Allowance	1,500.00	18,000.00
Special Allowance	2,029.17	24,350.00
B: Gross Salary	Rs. 16,362.50	Rs. 1,96,350.00
PF Employee Contribution	1,100.00	
Professional Tax	150.00	
ESI Employee Contribution	320.83	
TDS (Based on Investments)		
Net Salary	Rs. 14,791.67	
PF - Employer's Contribution 12% of basic		13,200.00
ESIC - Employers Contribution 4.75% of Gross Salary		10,450.00
Gratuity - Employer Contribution		
C: Retirals Total- Employer Contribution	Rs. 1,970.83	Rs. 23,650.00
** This component will be paid to the employee as per the company PI policy		