

Date: 10th Mar 2021

Naga Sindhu Chimakurthy
Door no:3/144,Main Road,Near Market Center,
Chinnaganjam-523135,
Prakasam District,Andhra Pradesh
Phone No: 8328050844

Subject - Offer of Appointment

Dear **Naga Sindhu Chimakurthy**,

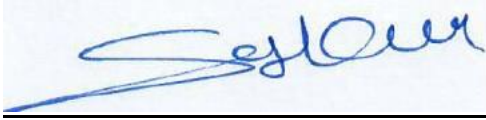
It is our pleasure to welcome you to Cerium Systems Private Limited (referred to as "The Company")

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Engineer** on **U1** band, operating out of our **Bangalore** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 3,10,000 (Indian Rupees Three lakhs ten thousand only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **(Joining date will be communicated Later)** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Bangalore office** at 9:30 AM to complete the joining formalities. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to Offers@cerium-systems.com latest by **12th Mar 2021**.

9. For any clarification / further Information on:

- Employment terms and conditions, please get in touch with **Bhargav** (E-Mail: Offers@cerium-systems.com)
- On boarding logistics / operations, kindly drop a mail to helpdesk@cerium-systems.com (Please quote the Reference No. as mentioned above in emails)

For Cerium Systems Private Limited,



Authorized Signatory

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** (Code of Conduct and Ethics), **Annexure I** (Indemnity Bond with Surety)

Accepted

Date:

Signature of Candidate:

Annexure - A

NAME	Naga Sindhu Chimakurthy	
TITLE	Associate Engineer	
BAND	U1	
LOCATION	Bangalore	
COMPONENTS	Per Annum (All figures in Indian Rupees)	
BASIC (@40% OF TOTAL FIXED PAY)		117735
HRA (@70% OF BASIC)		82415
BONUS / STATUTORY BONUS		48000
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND		21600
FLEXIBLE COMPONENTS OF TFP		24587
TOTAL FIXED PAY..... (A)		294337
TOTAL VARIABLE PAY (TVP)..... (B)		0
ADDITIONAL BENEFITS..... (C)		10000
GRATUITY		5663
TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)		310000

- Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.
- Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan" under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	
Meal Card	26400
Residential Telephone Reimbursement	
Car Lease	
Fuel & Maintenance	
Driver Salary	
Superannuation	
National Pension Scheme	

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component.

(Contd...)

Annexure - A (Contd...)

3. Additional Benefits: Associates shall be eligible for below mentioned benefits:

- a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates on the unfortunate death of the associate.
- b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of 3 Lakhs applicable to Self.
- c) **Group Personal Accident Insurance (GPAI) Coverage:** You would be enrolled under the Company's GPA scheme payable in case of permanent disablement arising out of any unfortunate event of an accident.

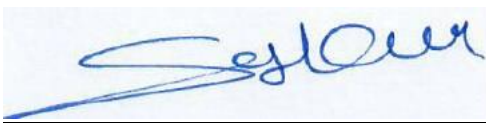
4. Deductions:

- a) The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.
- b) **Statutory Deductions:** Cerium Systems Private Limited shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by Cerium Systems Private Limited, provide documents/proofs of such payments.

Notes:

- 1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance.
- 2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
- 3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year.
- 4. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc.) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
- 5. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
- 6. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

For Cerium Systems Private Limited,



Authorised Signatory

Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Cerium Systems Private Limited or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data

By accepting this Offer and furnishing your personal data to the Company, you are according your irrevocable consent to Company to possess, deal with or handle your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for 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 on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Cerium Systems Private Limited.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Cerium Systems Private Limited.
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Cerium Systems Private Limited's clients (except as directed by Cerium Systems Private Limited), directly or indirectly.
- (iii) You will not be employed by a client of Cerium Systems Private Limited for which you performed services while employed by Cerium Systems Private Limited.
- (iv) You will not solicit or induce Cerium Systems Private Limited associates to join a client or to compete with Cerium Systems Private Limited
- (v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board

of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality / Non-Disclosure

- a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Cerium Systems Private Limited will either be Intellectual Property of the Cerium Systems Private Limited or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Cerium Systems Private Limited or the Client.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of 90 days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Cerium Systems Private Limited may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.

- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.
- (g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- (h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Cerium Systems Private Limited from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Cerium Systems Private Limited's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get

familiar with Cerium Systems Private Limited's policies. Cerium Systems Private Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Cerium Systems Private Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Cerium Systems Private Limited. You understand and accept that you shall have no authority to pledge the credit of Cerium Systems Private Limited to any person or entity without Cerium Systems Private Limited's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

- i. You shall use The Company's resources only for official purposes as per the applicable Company policy.
- ii. The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.
- iii. You shall access only those web sites, which are relevant to your work at hand.
- iv. You shall not use any company resource for hacking or other unethical / illegal activities.
- v. You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Cerium Systems Private Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Bengaluru** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies, you may be required to work on 24*7 project on shift basis if required and you're working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Cerium Systems Private Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Cerium Systems Private Limited's timesheet system.

15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Cerium Systems Private Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full :

Signature :

Address :



Cerium Systems Pvt Ltd
No 527, 22nd Main Road, Sector 1
Sector 1, HSR Layout
Bangalore, Karnataka 560102, India
Cerium-systems.com

Date :

Place :

Annexure- C- Medical Declaration

MEDICAL DECLARATION FORM			
Applicant ID <i>(To be filled by HR)</i>		Associate ID <i>(To be filled by HR)</i>	
First Name:		Last Name:	
Gender: Male/Female		Date of birth (DD/MM/YYYY)	
		Blood Group	

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? *(Please tick whichever applicable)*

	Heart Attack		Diabetes
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	High Blood Pressure		Stroke
	Night Blindness		Valve Disorders
	Asthma		Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name:

Date:

(DD/MM/YY)

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the

- a. Acceptance copy of Cerium Systems Private Limited's offer of appointment duly signed on all pages (including all annexures)
- b. Two passport-sized color photographs with white background.

If you have not submitted the following documents on the Cerium Systems Private Limited Pre-Onboarding Portal, or if documents are submitted but not yet approved, you should carry the following documents:

- a. **Relieving Letter:** Your relieving letter from your present organization Service Certificate from the last employer as well as all previous employers.
- b. **Valid Passport:** Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.
- c. **PAN Card:** You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.
- d. **Aadhaar Card:** You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing the KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities. Please do ensure that your Name on the Aadhaar Card Name and PAN name is same and Aadhaar Card has correct Date of Birth (DD-MM-YYYY format) and Father's name.
- e. **PF UAN Number:** You MUST provide your PF UAN Card copy or UAN Number (not applicable for fresher's). You can find UAN number on your previous employer pay slip or you can check with your previous employer for your PF UAN Number.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

Annexure E - Confidentiality Agreement

I understand that during my employment with Cerium Systems Private Limited, I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Cerium Systems Private Limited". I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However, these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Cerium Systems Private Limited or which Cerium Systems Private Limited is under an obligation to prevent this disclosure.
- 3) Information from Cerium Systems Private Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that:
 - The confidential information shall remain the sole and exclusive propriety of Cerium Systems Private Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Cerium Systems Private Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Cerium Systems Private Limited
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Cerium Systems Private Limited
 - I will not, during and after my employment at Cerium Systems Private Limited publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Cerium Systems Private Limited to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Cerium Systems Private Limited. Officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Cerium Systems Private Limited, or at any other time at Cerium Systems Private Limited. request, I agree to return promptly to Cerium Systems Private Limited, all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Cerium Systems Private Limited which in any way were obtained by me during my employment at Cerium Systems Private Limited which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Cerium Systems Private Limited upon termination of my employment.
 - This confidentiality agreement will continue to be in effect after the termination of my employment with Cerium Systems Private Limited.
 - IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:

Signature:

Date:

Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Cerium Systems Private Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Cerium Systems Private Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Cerium Systems Private Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Cerium Systems Private Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Cerium Systems Private Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Cerium Systems Private Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Cerium Systems Private Limited. I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Cerium Systems Private Limited to secure to Cerium Systems Private Limited its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Cerium Systems Private Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Cerium Systems Private Limited. The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Cerium Systems Private Limited.

WITNESSED

ACCEPTED

Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment with Cerium Systems Private Limited and in consideration of the wages or salary to be paid to me and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably and to the best of my ability all duties required of me from time to time by Cerium Systems Private Limited. I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Cerium Systems Private Limited during the term of my employment with Cerium Systems Private Limited either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. **Actions Required on Termination:** Upon termination of my employment at Cerium Systems Private Limited whether voluntary or involuntary (or at any other time upon the request of Cerium Systems Private Limited.), I shall return to Cerium Systems Private Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Cerium Systems Private Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Cerium Systems Private Limited I also agree to keep the contractual relationships of Cerium Systems Private Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Cerium Systems Private Limited's customers. This Section 4 is intended to apply to all materials, which I may compile as well as to all materials furnished to me by anyone else in connection with my employment.

- a. Because it may not be clear to Associate which information is Confidential Information in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Cerium Systems Private Limited before making any disclosure of information covered by this Agreement.
- b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India provided, however, that prior to such disclosure, the Associate (i) notifies Cerium Systems Private Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Cerium Systems Private Limited has had the opportunity to prevent or limit such disclosure.
- c. In the event of a breach or threatened breach of this Section 4 by Associate, Cerium Systems Private Limited shall be entitled, in addition to all other remedies otherwise available to Cerium Systems Private Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.
- d. In the event that Cerium Systems Private Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Cerium Systems Private Limited any costs and attorneys' fees reasonably incurred by Cerium Systems Private Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be

extended on a per diem basis for the period that Associate is in breach.

5. **Ownership of Work Product:** Cerium Systems Private Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Cerium Systems Private Limited or any research or development conducted by Cerium Systems Private Limited. I agree to assign, disclose and deliver to Cerium Systems Private Limited as Cerium Systems Private Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Cerium Systems Private Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
6. **Partial Restriction on Post-Termination Competition:** Background. Cerium Systems Private Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Cerium Systems Private Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Cerium Systems Private Limited's customers or competitors may attempt to cause me to leave Cerium Systems Private Limited and wrongfully gain the benefit of Cerium Systems Private Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Cerium Systems Private Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Cerium Systems Private Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Cerium Systems Private Limited's interest, giving due regard to both my interests and the interests of Cerium Systems Private Limited.
7. **Covenant Not to Compete.** I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months' period following the termination of my employment with Cerium Systems Private Limited (irrespective of the reason for or such termination),
- (a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Cerium Systems Private Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Cerium Systems Private Limited provided, however, that this restriction shall apply only to customers of Cerium Systems Private Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Cerium Systems Private Limited within the two year period preceding the date my employment with Cerium Systems Private Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.
- (b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Cerium Systems Private Limited's for which I am providing services on behalf of Cerium Systems Private Limited that are competitive with the products and services available to the client from Cerium Systems Private Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Cerium Systems Private Limited associate; or (2) induce or solicit any associate of Cerium Systems Private Limited to seek or obtain such employment with a customer of Cerium Systems Private Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Cerium Systems Private Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Cerium Systems Private Limited's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation, benefits training and experience that Cerium Systems Private Limited provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim any additional or special payment or compliance with the covenants and agreements herein.
9. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Cerium Systems Private Limited may take legal action against me as follows: (1) Cerium Systems Private Limited may take legal action in the court

specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Cerium Systems Private Limited an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Cerium Systems Private Limited shall in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Cerium Systems Private Limited on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Cerium Systems Private Limited.
12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Cerium Systems Private Limited (Together with their successors and assigns).
13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of India.
14. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Cerium Systems Private Limited for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Cerium Systems Private Limited would incur upon such breach.

Following the expiration of the one-year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20____

For and on Behalf Of
Cerium Systems Private Limited



Authorized Signatory

Signature

(Suresh Kumar Varupula)

Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Cerium Systems Private Limited
Date of Joining: _____
Dear Sir/Madam,

I _____ Associate Id No _____

(Associate) of Cerium Systems Private Limited do hereby state to have read and accepted that Cerium Systems Private Limited Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR)

Signature of the Associate

Name:

Annexure - I

INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at _____ on this _____ by Mr. /Ms. /Mrs. **Name** _____ **age** _____ S/o Mr. _____ a permanent resident of _____ *hereinafter called "Employee" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

AND

Mr. _____ age _____ S/o Mr. _____ a permanent resident of _____ [hereinafter called "**Surety**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Cerium Systems Private Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at #527, 22nd Main Road, O.R.R Beside HDFC Bank, Bangalore, Karnataka 560102 [hereinafter called "**Cerium Systems**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the **Employee** has been selected for appointment as Associate Engineer in the service of Cerium Systems.

AND WHEREAS an Offer of Appointment containing the terms and conditions of the appointments has already been issued to the **Employee** of **Cerium Systems**.

AND WHEREAS the acceptance of the terms and conditions of the appointment has already been communicated to **Cerium Systems** on _____ by the **employee**.

AND WHEREAS one of the terms and conditions of the appointment is that the **Employee** shall undergo an initial training programme for a minimum period of 3 months and would be subsequently placed on assignments relating to various projects of **Cerium Systems**. The **Employee** shall serve Cerium Systems for a minimum period of 36 months from the date of joining of the **Employee** and execute an indemnity with surety in favour of **Cerium Systems**.

NOW THIS INDENTURE WITNESSETH as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Cerium Systems** has agreed to give appointment to the **Employee**, the **Employee** hereby undertakes to undergo the Initial Training Programme as provided by **Cerium Systems** without any interruption whatsoever and serve **Cerium Systems**, on its various projects at any location, in India or abroad, for a minimum period of 36 months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Cerium Systems** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Cerium Systems**.
3. The **Employee** hereby undertakes to honor the commitment made by **Cerium Systems** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the Second Part i.e. _____ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. In case of breach of the terms of this indemnity by the **Employee** and failure to indemnify Cerium Systems, the Surety shall be jointly and severally liable to pay the aforesaid amount of Rs. 500000/- (Rupees Five lakhs only) to **Cerium Systems** with an interest at the rate as specified herein below, immediately on demand.
5. The **Employee** further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by Cerium Systems, he/she shall pay an amount of 500000/- (Rupees Five lakh only) with the

interest thereon @ 15% per annum from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which Cerium Systems has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by Cerium Systems during intervening period. The employee and surety agree that assessment of liquidated damages as assessed as **500000/- (Rupees Five lakh only)** are reasonable, which they both agree to pay jointly and severally, on demand made by Cerium Systems.

6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Cerium Systems** for the aforesaid term of **36** months, and Cerium Systems shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Cerium Systems** as applicable, in case of commission of any misconduct by the **Employee**.

7. The amount specified above shall constitute a debt owing to **Cerium Systems** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

8. **IN WITNESS** whereof, the **EMPLOYEE & the SURETY** have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee
having read and understood
the contents/terms of this Indemnity Bond

Signed and delivered by the Party of the second part i.e. the Surety having
read and understood
the contents/terms of this Indemnity Bond

1. WITNESS:

NAME & ADDRESS:

2. WITNESS:

NAME & ADDRESS