



November 22, 2021

Emp. Code: 22005394

Karthika M

1/623, East Street,

Poigainallur

Thiruvavur - 610206

OFFER OF APPOINTMENT

Dear Karthika,

With reference to your application and the subsequent interview you had with us, we are pleased to offer you the position of **GET - Technology** with Vodafone Idea Limited starting **November 22, 2021** subject to the following terms and conditions.

1. Pre-joining & Joining Formalities

This letter will be only treated as your Letter of Appointment provided your joining the Company on or before **November 22, 2021** and subject to the following:

- Clearance of the Pre-employment Medical Examination by a Medical Officer designated by the Company.
- A positive verification of your educational qualification(s) from a recognized institute/university (UGC, AICTE for India and respective education board for abroad) and employment check(s) (as applicable). Your appointment and continuation of employment with the Company is subject to clearance of any Background Check completed post your joining.
- Your signing and returning of the Offer Acknowledgement Undertaking attached in the Annexure, to record your acceptance of this offer in principle and the terms thereof, within 72 hours of receipt of the same.
- Reporting in person at the place of posting as indicated herein, submitting the self-attested copy of list of documents mentioned below, and completing the joining formalities no later than **November 22, 2021 failing which this offer of appointment stands automatically revoked / withdrawn.**
 - a. A copy of the relieving/resignation acceptance letter issued by your present employer
 - b. Documentary evidence of the last salary drawn
 - c. Documentary evidence of date of birth
 - d. Attested copy of all Educational Qualifications (SSC, HSC, Degree/Diploma)
 - e. Four passport size photographs

In the event that any of these conditions is not satisfied and/or any of your documents with representations therein is found to be incorrect (at any point of time), this offer letter stands automatically revoked / cancelled without any further intimation to you.

2. Place of Posting

Your initial place of posting would be at **Chennai**. During the term of your employment with the Company, you may be transferred in such capacity that the management may determine, to any other entity, department, branch, location under the same management, whether existing or to be set up in future. In such cases, you will be governed by the terms and conditions of service as may be applicable at the new placement upon such transfer. You may also be deputed to such units or companies including Group/Associate Company/Joint Ventures/Subsidiaries in any location and for such periods as may be decided by the Management from time to time.

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Vodafone Idea Limited (formerly Idea Cellular Limited)
An Aditya Birla Group & Vodafone partnership
PSA Fort, Plot No. A1, A2 & B, Nehru Nagar, 1st Main Road,
Off Mahabalipuram Road, Perungudi, Chennai - 600096.
T: +91 90929 05111 | F: +91 90929 05998

Registered Office:
Suman Tower, Plot no. 18, Sector 11,
Gandhinagar - 382011, Gujarat.
T: +91 79667 14000 | F: +91 79 2323 2251
CIN : L32100GJ1996PLC030976

3. Annual Compensation

Your compensation details are provided in Annexure to this letter. Your Total Fixed Pay comprises of Basic Salary and other Allowances including statutory bonus. Your Target Variable Pay would be **15%** of your fixed pay. Variable pay is applicable as per Company Variable Pay Plan for the respective declared period and is paid out at the discretion of the Company. The Target Variable Pay % and the Company Variable Pay Plan design is subject to change at the sole discretion of the Company at any time. Your compensation will be subject to the prevailing tax rules, applicable statutes and Company policies as may be relevant from time to time.

4. Proof of Age, Address and change in such particulars

The Company retains the right to request you to produce satisfactory proof of age and permanent address while completing joining formalities. Once your age is recorded with the company at the time of joining, no change shall be entertained or permitted at a later date.

5. Retirement

The age of retirement in the Company shall be 60 years.

6. Notice Period

Subject to what has been specified in clause 7 below, this contract of employment may be terminated with notice and/or upon payment of notice pay in lieu of notice, as the case may be, as under:

- (i) You may seek separation from the Company by serving 30 Days notice period. Serving notice period is mandatory, any decision to waive notice period will be at the sole and absolute discretion of the Company, against payment of such amount of salary in lieu of notice period as may be decided by the Company basis prevailing Company policies. Salary for this purpose of notice period shall be Basic salary only. If you separate without serving the requisite notice period in full, and without any commensurate official waiver from the Company, the Company is not obligated to provide any relieving documentation.
- (ii) The Company however, reserves the unequivocal right to terminate this Contract at any time at its sole discretion by paying 30 Days salary in lieu of notice. The Company will not have to furnish any reason or explanation for such decision. This contract should only be accepted on full and complete understanding and unconditional acceptance of this term and condition.

7. Termination of Employment by the Company without Notice

Your employment with the Company is liable to be terminated at any time, at the discretion of the Company without any notice or salary in lieu thereof in the event of:

- a) Any breach of terms and conditions mentioned in this letter on your part;
- b) Any act of fraud, theft, misconduct, disloyalty, moral turpitude, committed by you;
- c) Suppression of any material information by you;
- d) Any breach of Policies, Rules and Regulations of the Company as applicable / maybe applicable to you from time to time
- e) Violation of Company's Code of Conduct;
- f) Act of unbecoming an employee of the company and Loss of confidence;
- g) Any act in contravention to the company Policy on prevention of Sexual harassment at the work-place.
- h)

8. Review

Your performance shall be reviewed periodically as may be decided from time to time. The continuity of your employment would depend on your sustained performance to the satisfaction of management.

9. After Termination of this contract

On termination of this contract of employment, you shall immediately give up to the Company, all particulars and information related to the Company and its customers, including but not limited to correspondence, specifications, Intellectual property, formulae, books, documents, effects, market data, cost data, drawings or records, etc. belonging to the Company and shall not retain or make any copies of these items. You shall also return immediately on termination all the properties (viz. laptop, dongles, sim card, access card etc.) entrusted to you by the Company during your employment. The terms of termination of contract of employment and full & final settlement, are strictly confidential between you and the Company.

10. Responsibilities & Duties

You shall remain responsible for both achieving your performance goals and also help the company achieve its business goals from time to time. As the company is in the business of providing telecommunication services, it requires to service its subscriber on round the clock basis through fulfilling the constant requirement of the subscribers of the company. Further, while discharging your duties, you shall abide by the rules and regulations of the Company as laid down from time to time in relation to conduct & discipline of employees, Company policies including policies related to Code of Conduct, Prevention of Sexual Harassment at Work Place policy, Health, Safety and Wellbeing policy, IT & Privacy Policy, Brand policy & guidelines etc. as implemented by the Company and other applicable laws. Any non-compliance of any of the Policies of the Company by you may result in appropriate disciplinary action, which may include reprimand or even termination of your services. You will always be alive to the responsibilities and duties attached to your position and conduct yourself accordingly.

11. Confidentiality

- a) Employment terms & Compensation - The terms and conditions of service including your compensation are strictly confidential and should not be disclosed to or discussed with anyone.
- b) Confidential Information - All the business and trade secrets, Intellectual Property rights (IPR) or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture/service, customer & subscriber data, market plans, products information's, financial data, marketing and sales strategy, trade secret, investment details and other information's like particulars of business partners and suppliers etc. shall be treated as 'confidential information' at all times to come. You shall maintain utmost secrecy and shall take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture/service etc. which may be generated in the course of your employment shall, at all times, be treated as confidential and remain the property of the Company. It is clarified that the subscriber data being confidential sensitive information at all times, you shall take utmost care in handling such data & information and ensure full compliance of privacy law and company policies in this regard as may be implemented from time to time.
- c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copy-righted material or document which is Intellectual property of the Company or proprietary to the company – for your own benefit or for the benefit of any third party, either during the course of your employment or at any time after your separation.

12. Non solicitation/Non-compete

You undertake that during the term of your employment with the Company and for a period of 3 (three) months thereafter immediately following the termination of your employment with the Company, you shall not:

- a) Take up any employment with organisation and/or entities or start any business directly competing with the Company, or in detriment to the interest of the Company.
- b) Directly or indirectly solicit, induce or encourage any of the Company's employees to leave their employment, or join any other employment;
- c) Take away any clients or customers of the Company;
- d) Breach the confidentiality obligations stated herein.

Notwithstanding the limitation of this provision by any applicable law for the time being in force, you undertake to, at all times, observe and be bound by the spirit of this clause.

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13. General

- a) This letter is a mere offer of appointment and shall not be binding on company unless you accept all terms and conditions of your employment and join on the on or before the aforesaid specified date of joining upon completion of all formalities.
- b) Please note that while joining the services of the Company and during course of your employment with the Company, you would be required to notify the Company immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint filed/show cause notice issued /prosecution initiated against you with/by any Police Station or by any statutory authority. Any act in breach of this term shall entail initiation of appropriate (including disciplinary) action against you as deemed fit by the Company.
- c) You will not take part in any demonstration/agitation against the Company and its officials for or on behalf of any external bodies/political outfits – either as a member or as a sympathizer. Any act in contravention of the above would be treated as prejudicial to the interest and reputation of the Company leading to appropriate (including disciplinary) action against you as deemed fit by the Company.
- d) You will not either directly or indirectly engage yourself for personal gain, either on a full-time or part-time basis, elsewhere in any job, profession or business of any nature during the tenure of your employment with the Company.
- e) You cannot be a part of any anti-social/anti- national outfits or any outfit which is declared as banned by the Government. Any breach of this term would entail initiation of appropriate (including disciplinary) action against you as deemed fit by the Company.
- f) During the continuance of your employment with the Company and thereafter, any process, practice, discovery or invention developed or acquired by you in the course of discharging of the duties assigned by the Company, shall remain the sole property of the Company and same shall not be used in any manner whatsoever by you without specific knowledge and express prior permission of the Company.
- g) The Company will deduct taxes and other statutory dues may be applicable from time to time from the compensation payable to you. You will be personally responsible for your tax liabilities and other dues. The Company shall also be entitled to deduct any other sums as may be recoverable from you from time to time.
- h) Social Media: You should not disclose any information – whether words, images, logos or videos – that is confidential or proprietary to the Company through any modes of social media. You shall adhere to the Company's social media policy as may be implemented from time to time and behave responsibly while engaging in social media and ensure that reputation and brand image of the Company is not affected in an adverse or negative manner.
- i) Your employment in the Company will be governed as per the policies, rules, regulations and code of conduct adopted by the Company from time to time. You shall be governed only by policies of this Company. The management reserves the right to amend any clause / terms of your appointment in future. You will be communicated accordingly if such changes are implemented in this regard. You are advised to appraise yourself about terms of your employment and all applicable company policies so as to take an informed decision.
- j) This offer of appointment letter shall stand automatically revoked and/or withdrawn without any further intimation in case of your not joining the Company and non-completion of the requisite joining formalities within the time stipulated joining date as specified above. Company shall be not liable for any claim of whatsoever nature in such cases of revocation and /or withdrawal of the offer in such cases.
- k) While you are being appointed in the current role and function, you may be called upon to perform such other duties or take on such other responsibilities in the interest of the Company's business and priorities, which the management believes are well within your capabilities and of which the management will be the sole judge. In this regard, it is further clarified that with ever changing scene of technology, office automation, administrative procedure, you will undertake to adapt new methods of working with the use of modern or modified equipment, tools etc. of work as dictated by the circumstances of the Company's business in a competitive environment.



- i) In case of any dispute, the jurisdiction to entertain and try such disputes shall vest exclusively in a Court of that particular location.

Please confirm your acceptance by signing the duplicate copy of this letter of Offer of Appointment as a token of your acceptance of all terms and conditions stated herein and return the copy for company's record.

We wish you all success in your new assignment and are confident that you will find new challenges, opportunities and satisfaction in your association with **Vodafone Idea Limited**.

Yours sincerely,

For **Vodafone Idea Limited**

Priya Vasu
VP- HR Business Partner

I have carefully read and understood all the terms and conditions contained in this letter of Offer of Appointment including all the requirements related to adherence to company policies, non-compete and confidentiality obligations and hereby confirm my voluntary and unconditional acceptance of the same.

I further confirm that all the information provided and representation made by me to the Company is true to the best of my knowledge and no part thereof is false.

M Jothika 24/11/21
Signature & Date

chennai
Chennai

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Annexure I

Name : Karthika M
Designation : GET - Technology
Location : Chennai

Compensation Details	Amount p.a. (In INR)
Fixed Pay (Per Annum)	3,91,304
Target Variable Pay (Per Annum)	58,696
Total CTC (Per Annum)	4,50,000

The above mentioned compensation will include contribution to statutory benefits such as PF, Gratuity, ESIC etc., as applicable, and in line with the prevalent law.



Annexure II

Offer Acknowledgement Undertaking

Vodafone Idea Limited

KTN

Sub: Regarding acknowledgment of this letter of Offer of Appointment

Dear Madam/Sir,

I have carefully gone through all the terms and conditions contained in the letter of Offer of Appointment dated **November 22, 2021**. I fully understand that this letter is a mere offer of Appointment and only in the event of my joining the Company on or before the Date of Joining mentioned in its content and subject to completion of all the pre-defined requirements, this shall be treated as my letter of Appointment.

I further conform and agree that in case I fail to adhere and comply with any of the conditions / requirements / formalities mentioned in this Offer of Appointment, it shall be treated that the Offer of Appointment and the same shall stand revoked/void without any rights being created in my favor and without liability on the company.

Yours Sincerely,

Name: *M. Kalthika*Place: *Chennai*Date: *24/11/2021*

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