

To

1st July 2021

**Mr. Vinayaga Moorthy. K.J**  
**ORB mandabam Street,**  
**pagandi X road,**  
**Ariyalur post,**  
**Sankarapuram taluk,**  
**Kallakurichi,**  
**Tamil Nadu 605801**

Mr. Vinayaga Moorthy. K.J,

Based on your application and the subsequent discussions you had with us, we are pleased to offer you a position of “**Trainee Executive - Customer Acquisition**” in our Company. We welcome you to share a challenging and mutually rewarding experience with Vembu Technologies. Your gross emoluments per month will be as follows:

|                       |   |               |
|-----------------------|---|---------------|
| Basic                 | : | Rs. 12,000.00 |
| Flexible Benefit Plan | : | Rs. 4,560.00  |

In addition to the above, the company will contribute 12% of your basic salary as employer contribution to your provident fund. Including the employer contribution to the provident fund (which is Rs.1440/-) , the total cost to the company is **Rs.18,000/- p.m.**

This offer of employment is subject to the following terms and conditions:

1. Your date of appointment is effective from the date of joining.
2. You will be on probation for a minimum of 12 months from your date of joining.
3. You will be confirmed on the rolls of the Company on completion of your probation period, subject to your performance being found satisfactory. Otherwise the period of probation may be extended as deemed necessary.
4. Your performance will be evaluated every quarter, and a formal review will be conducted annually with the completion of performance review cycles are on March 31 each year.
5. Company will bear the full premium of covering you and your family [dependent Parents, Spouse and Children (max 2)] under the Group Medclaim Policy upto a maximum hospitalization expenses of Rs.3,00,000/-.
6. The Company will bear the full premium of covering you under the Personal Accident Insurance Scheme up to a maximum coverage of Rs.10,00,000/-.

7. You may also be required to work on transfer or deputation in any other concern in which the management has any interest or any of the other branches or regional offices, anywhere in India or abroad, now existing or to be set up in future and you shall be bound to work.
8. You are required to sign an agreement regarding confidential information and proprietary developments with the Company. This agreement is to protect the interests of the Company by maintaining confidentiality of all information, which may be accessible to you in the course of your work.
9. You shall keep strictly confidential, all information that may come to your knowledge in the course of your employment. You should share such information with other employees of the Company, only on a 'need to know' basis.
10. This employment agreement is terminable by either party giving three months notice except as stated in clause 11 below. The Company reserves the right to pay or recover salary (Basic) in lieu of notice period. However, the Company may at its discretion, relieve you from such date as it may deem fit, even before the expiry of the notice period, without compensating for the unexpired notice period and is not bound to give any reasons thereof.
11. Termination for misconduct: You agree that the Company may terminate this Contract without notice and without payment in lieu of notice in any of the following events:
  - a. If any declaration/document given or furnished by you to the Company proves to be false; or if you are found to have willfully suppressed any material information;
  - b. If you are found guilty of misconduct, disobedience or of conduct that tends to bring disrespect to the company;
  - c. If you are found to be in breach of any of your obligations under the terms and conditions of employment;
  - d. If you are found to have disclosed any confidential information of the Company, its Affiliated Companies or customers of the Company and Affiliated Companies;
  - e. If the result of any reference or background check is unsatisfactory ;
  - f. If you are found to be under the influence of alcohol inside the office premises;
  - g. Your access cards are not transferable. If it is found to be mishandled for any proxy attendance
12. You will not engage yourself directly or indirectly in any other trade, business or occupation without obtaining the management's prior permission in writing. You shall not carry on any activity and/or commit any act prejudicial to the interests of the Company.

13. This offer is valid subject to your reference check being satisfactory.
14. You will abide by the rules and regulations of the Company, and as it may be amended from time to time.
15. This offer is valid for one week from the date of this offer letter. This offer is subject to your furnishing Four Passport size photographs, proof of your educational qualification, experience and last drawn pay slip (if applicable) for our records.
16. You shall not, during the term of your employment with us, pursue any full time or part time courses in any institution/universities in India or any other foreign country unless otherwise communicated to and approved by the management in writing.
17. The matters related to your compensation are strictly confidential between you and the Company and should be treated as such.
18. Please sign the duplicate copy of this letter and return it to us as a token of your acceptance.
19. All disputes/differences arising out of or in connection with your employment with the Company and/or this letter of appointment shall be subject to the jurisdiction of the appropriate courts at Chennai only.

I am sure you will find this offer very exciting and I, on behalf of Vembu Technologies, assure you of a very rewarding career in our organization.

With best wishes,

Truly,

For **Vembu Technologies Pvt. Ltd.,**

**P Sankarakrishnan**

**Associate Director - Operations**

=====ACKNOWLEDGEMENT=====

I hereby acknowledge receipt of this letter and accept the employment offer. I will be joining the Company on \_\_\_\_\_

Signature :

Name :

Date :

Place :

To

1st July 2021

**Mr. Vinayaga Moorthy. K.J**  
**ORB mandabam Street,**  
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Mr. Vinayaga Moorthy. K.J,

**Sub: Confidential Information and Intellectual Property of the Company**

This is further to the Offer Letter issued to you by M/s. Vembu Technologies Pvt. Ltd.

During the course of your employment with the Company, you will be exposed to and / or become aware of certain Confidential Information of the Company which is of immense competitive value to the Company and it is therefore essential that such Information be kept confidential. Further, all Intellectual Property in all works and deliverables conceived/created/made by you during your employment with the Company shall be the property of the Company. These terms deal with the protection and treatment of the Intellectual Property and the Confidential Information of Company.

1. In these terms, 'Confidential Information' means any confidential information concerning the business, accounts, finance, contractual arrangements or intellectual property (whether owned or licensed by the Company) or other dealings, transactions, affairs or property of the Company, or any group company, or any client / customer of the Company, which may come to your knowledge in the course of your employment at the Company. The trade secrets of the Company and all computer software, computer programmes and information and all documentation relating to the same are also part of the Company's Confidential Information. Confidential Information does not however include information that is publicly available (either now or subsequently), other than as a breach of this Agreement.
2. In these terms 'Intellectual Property Rights' includes (i) patents, trademarks, service marks, trade names, designs, copyrights (including rights in software), all rights to and in domain names, rights of privacy and publicity and all other forms of intellectual or industrial property, know-how and trade secrets, database rights, any other protected or protectable rights or assets and any licences and permissions in connection therewith, in each and every part of the world and whether or not registered or registerable and for the full period thereof, without any limitations whatsoever, (ii) all applications for registration, and the right to apply for registration, in connection with the foregoing, and all extensions and renewals thereof and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (and "Intellectual Property" shall be construed accordingly).

### **3. Treatment of Confidential Information**

Unless expressly authorized by the Company in writing, you:  
understand that you are being entrusted with the Confidential Information solely for the purposes of fulfilling the terms of your employment with the Company;  
shall at all times keep the Confidential Information strictly confidential and shall not divulge or disclose the same to any third party;  
shall not, disclose to any third party, or use the Confidential Information for your own benefit or for the benefit of any third party;  
shall not make or permit or authorize the making of any press release or other public statement or disclosure concerning the Confidential Information;  
shall not make copies or reproduce in any manner any of the Confidential Information; and  
shall not remove or take out or send by e-mail or in any other manner any of the Confidential Information from the Company premises.

You agree that no license of any kind to any part of the Confidential Information is granted, agreed to be granted or implied by these terms or by the disclosure of the Confidential Information to you other than to use the same in the course of your employment and solely for the benefit of the Company and the all rights, title and interest in the Confidential Information shall at all times vest exclusively with the Company.

All records, files, documents and materials, or copies thereof, (recorded in any medium whatsoever) relating to the Company, which you may prepare, or use, or come into contact with, shall be and remain the sole property of the Company and all copies thereof shall be promptly returned to the Company upon termination of your employment with the Company.

### **4. Intellectual Property**

You agree that all Intellectual Property, in India and abroad, for the full term of such rights, in any "work" (as defined under the Indian Copyright Act, 1957 as amended from time to time), invention, discovery, ideas, techniques, machines, methods, processes, uses, products, devices, codes, configurations of any kind and improvements made to any of the above, or in any other matter including but not limited to computer software, conceived / created / made fully or in part (whether or not during regular office / business hours and whether alone or in conjunction with others,) by you, during the period of your employment with the Company, shall be disclosed to the Company immediately on such conception, creation or making and shall stand automatically vested in, assigned to and be the sole and exclusive property of the Company. You hereby undertake to execute and register any necessary documents, and do whatever else may be necessary as may be determined by the Company in its discretion, at the cost of the Company, even after your employment has ended to further confirm the above ownership rights in favour of the Company. You also explicitly waive all moral and / or special rights in your contribution to the business of the Company.

### **5. Remedies**

You confirm that you are aware and acknowledge the fact that any breach by you of any of these terms would cause Company to suffer grave loss and would prejudicially affect the business and interests of Company and that damages will not be an adequate remedy for your breach of these terms. Therefore, by accepting these terms, you agree that the Company shall be entitled to obtain appropriate injunctive and/or other equitable relief for any breach of these terms.

You recognize and agree that in the event of such a breach and/or apprehended breach, Company shall be entitled to recover from you and you shall be bound and liable to make good to Company, all the losses, damages, costs, charges and expenses, including attorney fees and court costs as may be certified by Company' auditors as having been incurred for the purpose of and/or in connection with any civil and/or criminal proceedings initiated and/or proposed to be initiated by Company on account of such breach or apprehended breach. You further agree that Company shall be entitled to set off, at its sole discretion, the whole or any part of such amount against any amounts due to you and/or your entitlements on account of your employment with Company.

#### **6. Miscellaneous**

These terms shall be binding on and with effect from the date of commencement of your employment with the Company and shall survive your employment with the Company and shall continue to be binding on you till such time as the Company, in its sole discretion, communicates a contrary decision in writing to you.

These terms shall form part and parcel of the terms of your employment at the Company in addition to the terms mentioned in your offer letter.

This Agreement shall not be amended or assigned by you except with the prior written consent of Company.

Any waiver by Company of a breach or threatened breach of any condition/s in these terms by you shall not be construed as a waiver of any subsequent breach of any condition/s in these terms by you.

If any term, condition, clause or provision of these terms become invalid or be so judged, the remaining terms, conditions, clauses and provisions shall be deemed severable and shall remain in full force.

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.

In relation to any legal action or proceedings to enforce this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the courts at Chennai, India to the exclusion of any other court or courts that may otherwise have had such jurisdiction and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

7. **Warranty:**

By accepting these terms, you represent and warrant to the Company that these terms are legal, valid and binding on you and the acceptance of these terms and the performance of your obligations hereunder does not and will not constitute a breach of, or conflict with the terms or provisions of, any agreement or understanding to which you are a party (including, without limitation, any other confidentiality and / or assignment agreement).

Please read these terms closely and sign a duplicate copy of this letter and return it to us as a token of your acceptance of these terms.

Thank you.

Yours faithfully,  
For Vembu Technologies Pvt. Ltd.

I have read and understood these terms and agree to be bound by them.

**Employee**

Place: \_\_\_\_\_  
Date: \_\_\_\_\_