

## ANNEXURE-C

### **Note:**

#### **1.1 Salary Revision**

An employee who has joined the Organization in a given calendar year will be eligible for salary revision effective 1st April of the following year, based on the performance assessment.

This salary revision will be based on the Fixed Pay, and will be prorated according to the period spent with the Organization during the appraisal cycle. The management reserves the right to review, change and/or modify the salary revision period, at its sole discretion.

#### **1.2 Compensation Structure**

The employee's compensation structure may be changed by the Organization, at its sole discretion, from time to time.

### **2. SALARY AND BENEFITS COMPONENTS (where applicable):**

#### **2.1 Variable / Performance Pay (where applicable):**

Performance pay quantum is as per the Organization's current policy and subject to change in accordance to the circumstances at the discretion of the Organization's management. The actual performance pay payable for any year shall depend on the employee's performance during that year as well as the Organization's performance as assessed by the management committee during the annual performance review cycle process.

The disbursement of the performance pay is subject to the employee being on the active rolls of the Organization as of the closing hours of March 31<sup>st</sup> as per the applicable year of disbursement.

## **2.2 Tax Liability**

Any tax liability arising out of the employee's salary / allowances / benefits shall be borne by the employee. The Organization may deduct such tax liability or any amounts owed by the employee to the Organization from the employee's salary or from any other amounts payable by the Organization to the employee.

## **2.3 Annual Leave Entitlement**

The annual leave entitlement is **18 (Eighteen)** working days per financial year (April through March). The annual leave will be pro-rated based on the date of joining during the year.

## **2.4 Sick Leave**

The employee will be eligible for **5 (FIVE)** working days of Sick Leave for the Financial Year (April through March).

## **2.5 Leave Carry Over**

Employees can carry over up to a maximum of 5 (FIVE) Working Days of Annual Leave Entitlement. Any additional unused leave entitlements shall lapse at the end of the financial year.

Employees can accumulate a maximum of 20(Twenty) Annual Leaves using Carry Over. Any additional leaves will automatically lapse.

## **3. TERMS AND CONDITIONS:**

### **3.1 Transfer and Deputation**

You may be transferred or seconded or deputed to any of the Organization's offices, subsidiaries or affiliates in India or abroad either on short term or long-term assignment at any point in time. The Organization may vary these terms

and conditions and your compensation in the event of such transfer, secondment or deputation.

### **3.2 Employment Duties**

You will put your best efforts in the performance of employment duties assigned to you from time to time and shall, at all times, act in good faith and in the best interests of the Organization. While in the service of the Organization you shall not, without the express written permission of your Director with intimation of such permission to the human resources representative, undertake or concern yourself, directly or indirectly, with any other, paid or unpaid, business or work or assignment or educational course, whether part time or fulltime.

### **3.3 Termination of Employment**

If at any time, in the opinion of the Organization which shall be final and binding, you are found guilty of misrepresentation, dishonesty, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission, or of any conduct unbecoming of the status or the post you hold in the Organization, or of any other conduct considered by the Organization as detrimental to its interests, or in violation of one or more terms and conditions of your employment, the Organization shall be entitled to terminate your employment forthwith.

### **3.4 Business Travel**

You are required to travel in connection with the Organization's business. You will be eligible for reimbursement of reasonable business expenses incurred in this connection, and other allowances according to the Organization's then prevailing policy pertaining to such travel.

### **3.5 Training**

If you have to undergo any specialized training arranged by the Organization, you shall execute a training agreement, if the Organization, so requires.

### **3.6 Organizational Policies**

You shall be bound by all the policies, rules, regulations and procedures established by the Organization, which includes revisions to existing policies/new policies issued from time to time. In the event of any conflict between the terms of your offer letter (including any Annexures thereto) and any policy, rules, regulations or procedures of the Organization, the terms of the latter shall prevail.

## **4. CONFIDENTIALITY**

### **4.1 Access to Confidential Information**

You acknowledge that during the course of your employment with the Organization, you will be privy to information of sensitive and confidential nature not known or available to the general public, including but not limited to trade secrets and intellectual property to rights, engagements and projects and other details of (i) the Organization (ii) the Organization's clients and (iii) other third parties whose confidential information you may acquire in the course of performing any specific engagements (together 'Confidential Information').

### **4.2 Non-disclosure of Confidential Information**

You acknowledge that the Confidential Information, being of a sensitive nature, it is imperative that such information is not disclosed and maintained in strictest confidence. Accordingly, you agree to maintain the Confidential Information in strictest confidence and not share with or otherwise disclose the same or part thereof to any persons (including but not limited to the Organization's and its clients' competitors) other than those to whom you may be required to disclose any Confidential Information in the course of performance of your duties strictly on a 'need to know' basis. You further acknowledge that, it is imperative that you maintain the confidentiality of Confidential Information even after the cessation of your employment with the Organization and therefore agree to be bound by the obligation of maintaining the confidentiality of Confidential Information, even after the cessation of your employment.

### **4.3 Unauthorized copying**

You shall not during the performance of your services hereunder, take away or copy, electronically or otherwise, mail to yourself or to any other person, any Confidential Information (including copies) or part thereof, whether in paper form or any other form including but not limited to CDs, floppy disks, UBS drives or devices, except to the extent strictly required for the performance of your services hereunder. Further, you shall not, upon cessation of your employment, take with you, copy or electronically or otherwise, mail to yourself or any other person, any Confidential Information (including copies) or part thereof, whether in paper form or any other form including but not limited to CDs, floppy disks, USB drives or devices and you shall return all the information and data available with you which has been obtained during the course of your employment with the Organization to your reporting Senior Director. You shall, on or before cessation of your employment, return all copies of all Information in your possession, to the Organization without retaining any copy. Any copies which are incapable of being returned such as electronic copies etc., shall with the Organization's consent, be destroyed. On or before cessation of your employment, you shall certify in writing that you have either returned or destroyed all copies of Confidential Information in your possession.

### **4.4 Confidentiality Obligations**

During your employment with us or at any time thereafter, without the prior written consent of the Organization, you will not disclose, divulge, make public or make any use whatsoever of any information, knowledge, secrets, intellectual property rights, confidential information about the affairs of the Organization or its clients obtained by you in the course of your employment with us.

### **4.5 Breach of Confidentiality**

You acknowledge that breach of any of your above obligations will cause irreparable damage to the Organization, its clients and the third parties and therefore the Organization shall, without prejudice to its other rights and

remedies available in law or equity, be entitled to injunctive or other suitable relief including, specific performance, to enforce the terms of this section 4.

#### **4.6 NON –SOLICITATION**

You shall not directly or indirectly solicit any employees, retainers, affiliate’s employees or affiliate’s retainers of the Organization for a period of one year after termination of your employment.

### **5. TERMINATION**

#### **5.1 Termination by the Organization**

The Organization may terminate your services at any time with or without Cause subject to the terms specified in point 3.3 above:

“Cause” shall mean:

- a) Your breach of any of these terms or any other agreement signed by you with the Organization, or
- b) Your breach of the Organization’s code of conduct, policies, rules, regulations and procedures, or
- c) The Organization finds your performance unsatisfactory in the discharge of duties assigned to you, or
- d) On refusal to accept transfer, deputation or secondment or long term or short-term assignment, or
- e) Insubordination; or misconduct, or
- f) Any other reason that the Organization may deem fit.

Save and except under the circumstances referred to in Clause 3.3. referred to above, if the Organization terminates your service during the probation period it shall be without any prior notice. Once the probation period is completed, if the Organization terminates your services, it shall provide written notice of 1 month, or such other period stated in the Organization’s policy prevailing at the time of such termination; by giving notice.

## **5.2 Termination by Employee**

In an event of you being desirous to resign from the services of the Organization, the notice period is of 2 months or as per the Organization's policy prevailing at the given date.

## **5.3 Termination on Retirement**

The age of superannuation is 60 years as per the proof of age submitted at the time of joining.

## **6. JURISDICTION**

The validity, construction, interpretation and performance of these terms shall be governed by Indian laws. Any dispute arising out of these terms shall be subject to the exclusive jurisdiction of courts in Bangalore, India.

**I have read and understood the terms of the offer letter, employment contract and all annexures hereto annexed. I accept the offer of employment from BluElement Technologies Pvt. Ltd. and commence my employment from the date of signing of this employment contract.**

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**Name: Naveen Kumar**

**Date: 30-November-2020**