

**Placement Offer**

Date: 5th July 2019

**To**

Mr. Kalyan Mahesh Babu,  
Gokaraju Rangaraju Institute of Engineering and Technology,  
Hyderabad.

Dear Kalyan,

**Sub: Offer Letter for Campus Placement**

We are pleased to make you an offer as a Software Developer in our organization, Darwinbox Digital Solutions Private Limited (a private limited company incorporated as per Company's Act, 2013 with CIN:U74900TG2015PTC101793) with effect from your joining date.

Your offer has been made based on your performance throughout your internship with us. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above we retain the right to review our offer of employment. Employment as per this offer is subject to your being medically fit.

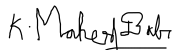
We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours truly,  
For Darwinbox Digital Solutions Private Limited



Jayant Paleti,  
Director.

With the signature below, I accept this offer for employment.



Name: Kalyan Mahesh Babu  
Date: 05/07/19

**Annexure – A (Salary Structure)**

You will be paid an amount of ₹15,000 per month as a stipend during the initial 6-month Traineeship period.

Once you are converted into a full-time employee, you will be paid a total of ₹840000 (Eight Lakh Forty Thousand Rupees) per annum as per company's current salary structure.

**Annexure – B**

**1. Personal Particulars:**

You will keep us informed of any change in your residential address, your family status or any other relevant particulars to ensure correspondence at any point throughout your employment and after separation. You would also let us know the name and address of your legal heir/nominee.

**2. Nature of Work:**

Your nature of work will include working on developing the functionality, architecture, database and server of our cloud based HRMS system, and any other duties assigned to you from time to time. You will work at a high standard of initiative, creativeness, efficiency and economy in the organization.

**3. Working Hours:**

The regular working hours of the company are from 12:00 PM to 09:00 PM including 30 minutes for lunch break and 30 minutes for tea breaks. You will be required to work extra hours as and when required and informed by your Supervisor.

**4. Late comings:**

The Company follows a strict time schedule and late comings are discouraged, unless otherwise notified by you in advance.

**5. Assignment, Transfer and Deputation:**

Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future.

**6. Training:**

You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment.

**7. Probation:**

The company follows a policy of 6 month probation period. The company shall have the opportunity to assess the suitability of the employees performance and the conduct( in the probation period). At any time during the Probation Period, the Company may terminate the Employees employment, on the grounds of unsuitability, without providing any working notice or payment in lieu thereof.

**8. Performance Reviews/Appraisal:**

The Company follows a policy of bi-annual performance reviews. You will be eligible for performance-based incentives on the basis of your performance during the corresponding review period. There are two types of performance incentives in the Company:

a) Assured Performance Pay - This component will be paid every six months as part of the performance cycle, pro-rated to the actual number of months an employee is part of the performance cycle, subject to meeting expected expectations in performing the job.

b) Variable Performance Pay - This component is for rewarding superior performance and guidelines for eligibility are incorporated in compensation and performance policies of the Company.

The Company also has a policy of annual salary appraisal based on performance. You will be eligible for a salary appraisal under this policy based solely on the performance ratings achieved during the previous performance cycle.

**9. Intellectual Property Right:**

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

**10. Secrecy/Confidentiality:**

You will not during the course of your employment with the company or at any time thereafter divulge or disclose to any person whomsoever including competitors and former employees, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of the company including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavor to prevent any other person from doing so. Failure to do so on your part may result in legal action against you and the person to whom the information was divulged.

**11. Restrain:****1. Access to Information:**

Information is available on need to know basis for specific groups and the information is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors. Unauthorized access or attempt at unauthorized access is strictly prohibited and any attempts to do so will result in immediate termination of employment and legal action as deemed fit by the company.

You are bound to inform any access that you continue having to company's information post your separation from the company that included but not limited to client data, access to all internal and external portals that are provided to facilitate you work and employment during your tenure at Darwinbox

**2. Restriction on Personal Use:**

Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and working time of the company for any

personal use. You will under no circumstances carry any work home unless specifically requested by your manager. Any usage of company information for personal use will result in immediate termination of employment without notice and/or legal action for misdemeanor as deemed fit by the company. You may/may not be required to reimburse the company for any losses incurred by the company on account of personal usage of company data.

**12. Leaves:**

You will be entitled to leaves as per law in force and as laid down in the leave policy of the company.

**13. Security:**

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, disabling all working stations, floppy disk drives and company wide awareness about the need for protection of intellectual property and sensitive customer information.

**14. Termination of Service:**

1. You can terminate this employment by serving a notice of two months. It is company's sole discretion to waive-off the notice period with or without the option to buyout the notice period. In case notice period buyout is agreed by the company in lieu of shortfall of serving notice period, employee is bound to pay an amount equal to two times his monthly gross salary
2. On the other, company can terminate this employment on the account of poor performance preceded by a period of 1 month under performance improvement plan. It is company's sole discretion to extend performance improvement plan to an employee in lieu of which company may pay a compensation equal to 4 weeks of gross salary with immediate termination
3. Unauthorized absence or absence without permission from duty for a continuous period of 7 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 or notice pay. Company also holds right to go for any penal actions against the employee

4. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

**15. Appointment in Good Faith:**

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 your application for employment and your ability to handle any assignment/job independently. In case at a latter 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 standard 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 therein.

The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matter including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.