

January 6, 2020

Adabala Durga Prasad,

Subject: Letter of Offer and Terms of Employment

Dear Adabala Durga Prasad,

Thank you for exploring career opportunities with **TA Digital** (registered as TechAspect Solutions Private Limited, going forward will be called as Company in this document). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

You have been selected for the position of **Trainee Software Engineer** in Job Band - A1 at Company's Hyderabad Office. This letter states the terms of our employment offer. During your probation cum training period, your annual CTC (Cost to Company) will be **Rs. 291,129/-** (Rupees Two Lakhs Ninety One Thousand One Hundred Twenty Nine Only). The detailed break-up of this CTC is given in Annexure - A.

On successful completion of probation cum training period, your annual total compensation would stand revised to **Rs. 481,129/-** (Rupees Four Lakhs Eighty One Thousand One Hundred and Twenty Nine Only). The detailed break-up of this CTC is given in Annexure - B.

This offer is issued to you upon agreeing by you to sign a service agreement with the company for two years from the date of your joining.

This offer is valid till January 9, 2020. You should send the acceptance of the offer, after signing on duplicate copy of this offer letter. The date of joining would be officially communicated to you by HR Department of TA Digital. You would receive a detailed appointment letter at the time of joining.

Your employment with us will be governed by the Terms and Conditions as detailed in Annexure - B. Please submit all the documents specified in Annexure - C as soon as possible after which the Company would do the background verification. Should you have any questions, please do not hesitate to contact me. We look forward to receiving your acceptance and joining the services of the company.

for **TA DIGITAL (TECHASPECT SOLUTIONS PVT LTD)**



PRABHAT PRASAD

Director – Human Resources

Signature: _____
Adabala Durga Prasad

Annexure - A

Salary Structure		
Monthly Components	Per Month	Annualized
Basic	9,333	112,000
HRA	3,733	44,800
LTA	778	9,333
Special Allowance / FBP ¹	7,240	86,882
Gross Salary	21,085	253,015
Statutory Payments³		
Company's contribution to PF ⁴	1,800	21,600
Gratuity (Payable as per Gratuity Act) ⁵	449	5,385
Total Compensation	23,333	280,000
Benefits⁶		
Insurance Benefits	-	11,129
Total Cost to Company	23,333	291,129

Annexure - B

Salary Structure		
Monthly Components	Per Month	Annualized
Basic	15,667	188,000
HRA	6,267	75,200
LTA	1,306	15,667
Special Allowance / FBP ¹	13,375	160,495
Gross Salary	36,613	439,362
Statutory Payments³		
Company's contribution to PF ⁴	1,800	21,600
Gratuity (Payable as per Gratuity Act) ⁵	753	9,038
Total Compensation	39,167	470,000
Benefits⁶		
Insurance Benefits	-	11,129
Total Cost to Company	39,167	481,129

S. Prasad

1 - As per Designation / Job Band and applicable policies, employees are given options to restructure their "Flexible Benefit Plan" under the following heads:

a) Meal Card b) Telephone Reimbursements c) Fuel Reimbursement

The above shall be guided by the "FBP (Flexible Benefit Plan) Guidelines", or as per company policies. For any clarifications, please reach out to India Accounts Team.

2- Performance Bonus will be paid out biannually (as per policy), pay out would range from 0 to the amount mentioned above.

3 - These Statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any change / modification to statutory payments, due to change and / or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, company shall endeavor to inform you, via separate email communication, about any changes / modifications to statutory payment.

4 - Company would be paying this contribution to your Employee Provident Fund account and an equal amount of Employee contribution towards PF will be made from your monthly salary.

ESIC (if applicable) – In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and Company's contribution form a part of the above-mentioned compensation.

5 - Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

6 - As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

a) Group Medical Insurance – In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.

b) Group Personal Accident Insurance – You shall be covered under the Personal Accident Insurance Policy held by the Company.



c) Group Term Life Insurance – You shall also be covered under the Group Term Life Insurance Policy held by the Company.

d) Transport Facility – Company may provide transport facility based on project needs. Company can also propose shared cost model for Bus / Cab transport facility. If you opt for such facility, the applicable charges will be deducted from your monthly payroll.

e) Cafeteria Benefits – Company may provide subsidized meals / snacks to employees. If you opt for such facility, then applicable charges will be deducted from your monthly payroll.

f) Annual Leave / Public Holidays – You will be eligible for annual leaves and public holidays as determined by Company's leave policy, which is subject to revision from time to time.



Annexure - C

1. Personal Particulars:

You will keep us informed of any change in your contact information, residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir /nominee.

2. Nature of Work:

The nature of work and responsibilities will be assigned and explained to you by your seniors from time to time. It is your responsibility to maintain high standards of ownership, creativity, efficiency and economy in the work being done.

3. Working Hours:

Your working hours at the Company will be intimated to you at the time of joining. The working hours are liable to change based on the project requirements.

4. Probation:

You will be on probation for a period of **Six Months** from the date of joining. At the end of the probation period, the Company will review your performance and decide whether to confirm your employment with the Company. In the event your employment is confirmed, the Company will issue you a letter of confirmation. Alternately, the Company may decide to continue your probation for an additional period. In case your employment is not confirmed and probation period not extended, your employment with the Company shall be deemed to have been terminated upon the lapse of the probation period without further notice.

5. Assignment, Transfer and Deputation:

Though you have been engaged for 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 program without any extraneous circumstances would lead to disciplinary action.



7. Intellectual Property Right:

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or other process/product 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 that you may create during the tenure of association with the Company including but not limited to the software code or innovations that you may develop during your association with the Company.

8. Secrecy / Confidentiality:

You will not during the course of your employment with the Company or at any time thereafter, disclose to any person whomsoever including competitors and former employees, or 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 artifacts, process documents, reports, and reporting systems and you will during the course of your employment hereunder 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.

The terms of this offer are to be treated as highly confidential business information. Any attempt to distribute offer documents in any form or disclosing the terms to any individual or company will result in termination of this offer and invite legal action from the Company against you.

9. Restrain:

Restriction on Personal Use:

Use of company resources for personal use is strictly prohibited. This includes usage of computer resources, company 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. You shall use the software provided by Company for Company's business purposes only and will not copy or otherwise duplicate or in any other way violate the license of any computer program or software licensed to Company. You shall not resell, sublicense, distribute or otherwise transfer for any purpose any component of the licensed software provided by Company to any person, firm or entity. Any violations 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 such actions.



10. Leave:

You will be entitled for leaves as per the Company policy.

11. Dress Code:

You are required to be dressed in Smart Casuals from Monday to Friday. Further details on dress code would be communicated to you at the time of Induction.

12. Performance Review:

Your performance shall be reviewed periodically as per the Performance Management System (PMS) operational in the Company. Performance reviews, may or may not result in compensation reviews.

13. Financial or Nonfinancial reviews:

Financial or non-financial reviews like payment of ex-gratia, incentive, bonus, variable pay etc. shall not be considered for the employees who tender their resignation or serving the notice period.

14. Voluntary Abandonment:

Should you not report to duty for more than 3 consecutive days without prior sanction of leave from your superior, it is construed that you have voluntarily abandoned the employment of the Company and your name shall be deleted from the employee-rolls thereof.

15. Background Verification:

Acceptance of this offer also confirms your consent to Company to carry out necessary background checks on education, previous employment and felony records.

16. Security:

Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer system, by disabling floppy disk / USB / CD drives, and by raising awareness across the Company about the need for protection of intellectual property and sensitive customer information.

17. Surrender of Company Assets:

You need to surrender all the tangible assets of the Company, including the data and information in soft or physical form which are in your possession by virtue of your employment before separation from the Company.



18. Appointment in Good Faith:

You must specifically understand that this offer of employment is made based on technical/professional skills you have declared to possess as per your resume in application for employment and your ability to handle any assignment/job applicable to the position you are being hired. In case, at a later date any of your statements/particulars furnished are found to be false or misleading or your performance 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 by the Company.

19. Notice period:

This contract of employment is terminable, by either party giving 2 months' notice. Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such dates as it may deem fit even prior to the expiry of the notice period.

Further, the Company may terminate employment any time without notice for the reasons of non-performance, insubordination, misrepresentation of facts in employment application, misconduct, engaging in illegal activity which may affect the Company's reputation. During probation however, the Company reserves the right to terminate at a shorter notice due to any of the reasons listed above.

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.

ACCEPTANCE: I have read and fully understood the above terms and conditions and I accept the same without any reservations. I promise to join Company as a full-time employee from _____

Date: _____

Place: _____

(Signature)



ANNEXURE – D

Scanned documents to be submitted before the date of joining:

1. Salary Slip from your present and all previous Employers.
2. Relieving Letter from your present and all previous Employers.
3. Offer and Appointment letter from the present and all previous Employers.
4. Certificates supporting your Educational Qualifications along with Mark Sheets.
 - 10th / SSE Certificate and mark sheets
 - 12th / +2 / HSCE / Intermediate Certificate and mark sheets.
 - Bachelors Certificate and Semester / year-wise mark sheets.
 - Masters Certificate and Semester / year-wise marks sheets.
 - Diploma / PG Diploma Certificate & Transcripts.
 - Professional Certificates (Ex. PMP, MCP / SCJP etc.)
5. Valid Passport and PAN Card.
6. Passports sized color photographs (35mm x 45mm image at 300 DPI JPG format only).
7. Residence Proof (House hold card or Election card or Aadhar card or Driving license)
8. Form - 16 or Income Tax computation sheet from previous organization

Note: Carry all your originals (Academic & Employment) documents and one Stamp size and one Passport size photographs on the day of joining.