

# **CRITERION V – STUDENT SUPPORT AND PROGRESSION**

5.2.1 Number of placement of outgoing students during the year

# **ID PROOF**

Blue Ocean IDENTITY CASE MILEX NAME J. Benlah DESIGNATION EPErceboy EMPLOYEE NO 5002028 DATE OF JOINING: 26-01-2022 WORK SITE : FLEX CP-1 **JUE OCEAN PERSONNEL 8** Blue Ocean dira Projects Building, No. 116/01, 4nd **IDENTITY CA** NAME : L. Muthu Lever DESIGNATION : Operator EMPLOYEENO : 5002026 DATE OF JOINING: 26 -01-2028 : FLEX - CIP-WORK SITE

AQAR (2021-22)



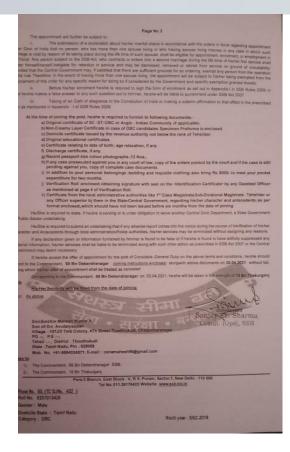
# TAMIL NADU POLICE IDENTITY CARD



AME	: A.ABRAHAM
RANK	: Gr II PC 5326
UNIT	: TSP IX Bn MANIMUTHAR
DISTRICT	: TIRUNELVELI
CONTACT N	lo : 6383000361

# COMMANDANT TSP IX Bn, Manimuthar







AQAR (2021-22)

From

Y. Naveen Kumar IVYEEU Koastei HONDA Show Yoom Near. Chennai

To :-The HOD

Debagement of commence

Natoerth Margochis college at pilloyanmanai.

Respected SIY.

I am Studied B. com in the year

2020-21 our college. Now I doing steal

Trade business and I earn RS 20,000/for

Monthly.

Thanking You!

yours faithfully

Date

V. Naveen worrar

From :

Solvan joseph, 2/280 A, main road, Solai puthur, Kani traders.

: OT

The HOD. Department of commerce. Nazareth margoschis college. at pillayanmanai

Respected Sir,

I can studied 8.com in the year 2020-2021 Our college. Now I doing De participated scare business and I earn Rs 35,000/ for monthly-

Thanking you

your foithfully

place:

Date:

Salvan joseph



2 December 2021

ANAITHA A No. 1A, 4th Street, Vellarikayurani Nazareth 628616 India

#### **Private & Confidential**

Dear ANAITHA,

#### Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to ANAITHA A (employee hereafter "you/your") with Dell International Services India Pvt Ltd (7450) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Production & Assembly Representative at career level Individual Contributor I1, reporting to Maheswaran M (957772), Manager 1, Production Operations. Your start date is 15 December 2021.

You will be based at our offices in Sriperumbudur, India.

You are requested to submit all Background Check documents within four (4) days of offer letter acceptance. Any delay in providing the same may lead to extension of your date of joining which will be intimated to you through e-mail. Timely submission of Background Check documents is hence emphasized.

#### Core Business Hours

Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales, Technical Support, Manufacturing, Information Services require staggered/shift hours.

#### Core Business Hours (shift work)

You will be employed to perform shift work in accordance with Company's terms and conditions of employment. Your manager will inform you of the hours of your shift and any future changes to those hours required due to business needs.

#### Place of Work



Your usual place of work will be at Sriperumbudur, India. However, the company reserves the right at its discretion, and by this contract you hereby agree, to change your place to work, either on a temporary or permanent basis, to any other place where it now conducts or at some future date, may conduct its business or part of its business. Except at the discretion of the Company you will not be compensated or reimbursed for the costs involved in such relocation. You may be required to work at or from any office, branch or location of the Company or any client of the Company, as the need arises, which you agree to do so. In the event of you working in the premises of any other Company you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

#### **Compensation**

We are pleased to offer you a compensation package consisting of the following element(s):

Base Salary of INR210,000.00 per annum.

Base salary is comprised of Basic and Basket of allowances. Basic is INR 130,296.00. Basket of allowances is INR 79,704.00.

\*The Basket of Allowances includes components such as HRA and LTA. You may be eligible for all the allowances or a combination of them, depending on other factors including your job grade. Please contact HR Staffing for further details regarding the components you are eligible for and the limits there under that are applicable to you.

#### Retirals

Retirals is comprised of PF and Gratuity. PF is 12% Annual. Gratuity is 4.81% Annual.

\*\*\*Gratuity: Payment of Gratuity would be as per the criteria set out in the Payment of Gratuity Act

\*\*\*\*<u>PF contribution</u>: If your basic salary is less than INR 15000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the basket of allowances (BOA) will be considered up to the extent of INR 15,000 per month. Illustration: If your monthly basic salary in the salary table above is INR 6000 and your undeclared BOA is INR 2,000, then PF = 12% of 8000 which amounts to 960. Employer and Employee contribution to PF will be 960.

\*\*\*\*\* PF contribution for International workers : If you are an International Worker as defined in EPF Act 1952, holding a passport other than "Indian passport" or you are an OCI(Overseas Citizen of India) card holder, then for the purpose of PF contribution, the sum total of your basic salary and undeclared portion of the basket of allowances (BOA) will be considered and PF contributions made accordingly. Illustration: If your monthly basic salary is INR 20,000 and your undeclared BOA is INR 40,000, then PF = 12% of 60,000 which amounts to INR 7200. Both Employer and Employee contribution to PF will be INR 7200 each.

You will be entitled to all employee benefits including benefits through Employee Welfare Fund which is a contributory fund in which you will be a member of. There will be a standard deduction of Rs 200/- per month or such other amounts as decided from time to time towards contribution to the Employee Welfare Fund.

#### **Incentive Bonus Plan**

You will be eligible for an annual bonus of **5%** of your base salary on terms that may vary, depending upon the Company's financial results and attainment of strategic corporate initiatives. You will be eligible to participate in the bonus program on a prorated basis, calculated from your start date, subject to the terms of the Bonus Plan, which may require a start date prior to a certain date for bonus eligibility in the fiscal year of hire. The Company reserves the right to vary the terms and amount of your bonus, depending upon your performance, the company's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to periodic re-evaluation and modification by the Company. The bonus is paid after the end of the Company's fiscal year. You must be actively employed at time of payment in order to earn and receive the bonus.



#### Total On-Target Remuneration will be INR220,500 plus Retirals per annum.

Your salary will be paid monthly via Electronic Funds Transfer to the bank account nominated by you. We will advise you of the relevant date of payment.

Total Cost to Company will be INR242,402 per annum

#### **Benefits**

The Company offers a variety of benefits to assist you and your family. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits will be made available for your access after onboarding. The Company reserves the right, at its absolute discretion, to vary or amend the terms of any benefit or existing benefit policy offered in accordance with applicable local law.

#### **Probation**

Your first 6 months of service will be of a probationary nature. The Company may waive or reduce the probation period at its discretion. You are deemed to have successfully completed your probationary period after 6 months unless otherwise informed in writing by the Company. For a person whose immediate previous employment is with any of the Dell group of companies, this clause shall not be applicable.

#### Notice Period and Termination

During the probationary period, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **1 day** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of probation, your employment may be terminated by either party at any time by giving to the other party **30 days or 1 month**'s written notice prior to the termination date or salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

#### Restraint:



In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company. You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

#### Code of Conduct

The company's Code of Conduct sets out the standards of business conduct to which all employees are expected to adhere. We take our Code of Conduct very seriously in order to maintain the highest possible standard of ethics. Failure to adhere to the Code of Conduct is a disciplinary offence and may result in dismissal. A copy of the Code of Conduct shall be given to you in your Employee Orientation Program on joining. If you require a copy of any of the company's Code of Conduct before signing this employment contract please contact your Recruiter (i.e. signatory on this employment contract).

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

In the event of you working in the premises of any other Company, you shall comply with all Regulations and Codes of Conduct and legislative restrictions and requirements applicable in the workplace of any Company that you may be assigned to. Any breach of such legislation, Regulations or Codes of Conduct shall be deemed a serious breach of discipline and may result in dismissal.

#### **Data Protection**

Dell International Services India Pvt Ltd (7450) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7450) or any part of Dell International Services India Pvt Ltd (7450)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7450), any other Dell International Services India Pvt Ltd (7450). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7450) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7450) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.



#### **Confidentiality Obligation**

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information. For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.



#### Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

#### Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7450), its affiliates, its customers or other third parties that
  is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies
  (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product,
  process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software
  product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and
  evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions,
  technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7450), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7450)'s Legal Department, or Dell International Services India Pvt Ltd (7450)'s Export Compliance Organization.



<u>Training</u>: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

**<u>Recovery of dues</u>**: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

<u>Secondary employment and outside business ventures:</u> While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

<u>Correctness of Information</u>: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

<u>Service rules</u>: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

#### Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,

Savneet Shergill Talent Acquisition Senior Director

#### Confirmation of Acceptance

I, ANAITHA A, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause "remuneration" of this agreement.

I confirm that I will commence employment with Dell on 15 December 2021.



ANAITHA A

ANAITHA A

Date

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sushil Bharadwaj / Sushil.Bharadwaj@dell.com. If you need to return the documentation in a different manner, please let your recruiter know.



2 December 2021

MUTHUMALATHI M 9/1 South Street, Mukuperi post, Thoothukudi District Nazareth 628616 India

#### **Private & Confidential**

#### Dear MUTHUMALATHI,

#### Congratulations, and welcome to Dell!

We are pleased to extend our offer of employment to MUTHUMALATHI M (employee hereafter "you/your") with Dell International Services India Pvt Ltd (7450) ("the Company") conditional on the successful completion of the Company's Background Checks, and subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Your title will be Production & Assembly Representative at career level Individual Contributor I1, reporting to Maheswaran M (957772), Manager 1, Production Operations. Your start date is 15 December 2021.

You will be based at our offices in Sriperumbudur, India.

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Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

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#### **Data Protection**

Dell International Services India Pvt Ltd (7450) will obtain, hold and use personal data relating to you in the context of your employment, including, but not limited, your name, number, cost centre, address, emergency contact details (e.g. home telephone number), educational details/history/qualifications and employment history, proof of right to work, any director or officer posts held, outcomes of any pre-employment screening, salary information including details on commissions bonuses and profit share, pension, stock option rights and details related thereto as well as additional benefit details, job description, job level, job grade, performance plans and performance rating details including sales and margin targets and achievements, Individual Work history.

The purposes of such processing are to administer and manage the employment relationship we have with you, and may include disaster recovery data duplication, administering and maintaining personnel records (includes sickness and other absence records), assessing fitness for work, paying and reviewing salary, bonus, profit share and other benefits (if any), providing and administering benefits such as pension, stock purchase and stock option programmes, life, health and medical insurance, analysing sales and sales related activity, career and succession planning, performance appraisals and reviews, employee development and training, resources and skills allocation, regulatory and legal compliance, carrying out activities related to compliance with the company's policies and procedures, providing references and information to future employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell International Services India Pvt Ltd (7450) or any part of Dell International Services India Pvt Ltd (7450)'s business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell International Services India Pvt Ltd (7450), any other Dell International Services India Pvt Ltd (7450). company or any third party charged with providing services, information or benefits related to the employment and you further consent to transfer of data to a Dell International Services India Pvt Ltd (7450) company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell International Services India Pvt Ltd (7450) will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.



#### **Confidentiality Obligation**

You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your employment, except as required in the performance of your assignment for the Company or as authorized in writing by the Company. Such Information shall include what you learn or originate during your employment which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to the Company. If in doubt, you will promptly consult your supervisor. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in sub-paragraphs below.

a) Computer products, Company processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

b) Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

c) Information relating to Company employees; actual and anticipated relationships between the Company and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans;

d) Information relating to the Company's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to the Company by customers or vendors.

You will not use in your work or disclose to the Company any confidential or proprietary information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to the Company and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that the Company shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to the Company of any other remedy.

For a period of one (1) year after leaving the Company's employment, you will give written notice to the new employer of your obligations regarding Intellectual Property, Confidential and Proprietary Information. For a period of one (1) year after termination of this Contract for whatever cause, you shall not solicit or endeavor to take away from the Company the business of any customers or clients of the Company.



#### Intellectual Property and Copyright

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

You further agree that the Company may use your name, voice, picture or likeness in the Company's advertising, training advertisement and other materials without payment or separate compensation to you both during and following your employment with the Company.

On the date your employment with the Company ends, you will promptly deliver to a designated representative of the Company all originals and copies of all materials, documents and property of the Company which are in your possession or control. You will also cooperate in conducting exit interviews with a designated representative of the Company. The purpose of the exit interviews will be to review confidential and proprietary information known or possessed by you and to confirm the Company's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to the Company and its ownership of intellectual property.

#### Export Compliance

You will not export or otherwise transfer out of India or release to any person, Controlled Technology or Software, during or after employment with the Company, except as authorized in writing by the Company. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

- Confidential and Proprietary Information of the type described in paragraph 4(a) above, to the extent that such information is not otherwise publicly available;
- Technical information of Dell International Services India Pvt Ltd (7450), its affiliates, its customers or other third parties that
  is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies
  (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product,
  process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software
  product (including operating system adaptations or enhancements, language compliers, interpreters, translators, design and
  evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions,
  technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items;
- Information relating to future plans of Dell International Services India Pvt Ltd (7450), its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.
- Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell International Services India Pvt Ltd (7450)'s Legal Department, or Dell International Services India Pvt Ltd (7450)'s Export Compliance Organization.



<u>Training</u>: The Company may also send you abroad for the purpose of specific skills training relevant to your employment with the Company. If your employment with the Company ends for any reason within the first twelve (12) months of you being sent abroad for specific skills training, you will repay to the Company, all of the costs paid to you or incurred on your behalf for this training.

The company reserves the right to review the skills required to perform the job, and may introduce new trainings and certifications needed to impart the new skills and ways to measure the same. You shall undergo such trainings and certifications when needed and continue to successfully upgrade your skills and capabilities needed to perform the job effectively at expected levels.

**<u>Recovery of dues</u>**: In the event of any financial recovery to be made from you, the Company shall also be entitled to offset payment of any prorated allowance advances against salary due and to withhold amounts that may be required by relevant authorities. These repayment obligations cannot be waived except by a written communication by the Company.

<u>Secondary employment and outside business ventures:</u> While in the employment of the Company, you shall not undertake employment with any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

<u>Correctness of Information</u>: This appointment is based on the information supplied by you in your application for employment. This appointment will be treated as "null and void" if any material error, in the management opinion, is discovered and/or due to non-disclosure of relevant information about you, to the company.

<u>Service rules</u>: For all other matters, not specified herein, you shall be governed by the company's policies, conditions of service, service rules and amendments made and communicated from time to time.

#### Retirement

You shall retire on the attainment of sixty two (62) years unless specifically communicated by the company in writing to continue in service beyond this age.

Regards,

Savneet Shergill Talent Acquisition Senior Director

#### **Confirmation of Acceptance**

I, MUTHUMALATHI M, confirm that I have read, understood and accept the terms and conditions of employment with Dell. I authorize the Company to make deductions from my wages pursuant to clause "remuneration" of this agreement.

I confirm that I will commence employment with Dell on 15 December 2021.



MUTHUMALATHI M

MUTHUMALATHI M

Date

We have partnered with a vendor to enable you to review and accept employment related documents electronically in an efficient, secure and protected manner. The documents are encrypted. Your electronic signature cannot be changed once signed. You will be able to print out full copies of your signed documentation for your records. Within each document, the system will guide you to all relevant sections which need to be completed and signed.

By signing electronically, you acknowledge and agree that an electronic signature by you will have the same force and effect as your original handwritten signature.

Electronic is our preferred, and most efficient, method for managing the documentation. However, if you prefer, you can print and sign all of the documents, and scan and email the originals to Sushil Bharadwaj / Sushil.Bharadwaj@dell.com. If you need to return the documentation in a different manner, please let your recruiter know.

August 20,2022



Ref No:CAN083448

#### Mr.CHARLES

No 237/11-B,Muthaliyar Street,Akkamapet,Sankari,Salem, Salem,

Tamil Nadu-637301.

#### Mob No.: 6369193706

#### SUB: EMPLOYMENT OFFER AS "JUNIOR EXECUTIVE"

#### Dear Mr.CHARLES ,

This refers to your application and to the subsequent interview you had with us. In this connection, we are pleased to offer you the post of "JUNIOR EXECUTIVE" in the grade of "COM2" in our organization on the following terms and conditions.

- 1. Your Place of Posting will be at our **SANKAGIRI** located at, K K C BUILDING, 1ST FLOOR NO. 6-A, THIRUCHENGODU ROAD NEAR S. B. I., KATCHERYKADU, SALEM DISTRICT SANKARI, SANKARI-637301.
- 2. You shall be responsible for all functions of the Business Processing department.
- 3. You will report administratively and functionally to the **Branch Head** and shall carry out other assignments as delegated to you from time to time..
- 4. You will be paid a total remuneration of **Rs.1,47,828/- p.a.**The Break-up of which is enclosed.
- 5. You will be entitled for Gratuity as per statutory rules.
- 6. You will be on **probation for a period of six months** effective from the date of joining. After successful completion of probation, you will be confirmed in the service of the company.
- 7. You shall produce the following mandatory documents on the date of joining.
  - a) Passport Size Photos-4 nos.
  - b) Xerox of Pan card & Aadhaar card(compulsory).
  - c) Copy of Address ID proof.
  - d) Proof of Educational Qualification (Original & Xerox Copy) (Internet copies of the marksheets are not acceptable).
  - e) Relieving & Experience Letter from Current Employer for Experienced Candidates.
  - f) Proof of Current Remuneration.
  - g) Cancelled Cheque/Bank Passbook copy for updation of salary bank account details.
  - h) Form 11, Employment Form fully filled up (Attached herewith in the Joining Kit).

The offer is being made on the particular of your qualification, training, experience, age present or previous remuneration and benefits etc. furnished by you in your bio-data/ application for employment in our organization. Should any of the particulars furnished by you is found to be incorrect, and/or any of the documents/certificates submitted by you is not genuine, your service shall be terminated without any notice pay in lieu of notice or any terminal benefits.

This offer of employment is valid for a period of **30** days only and the above specified documents are mandatorily required to be produced on Date of joining. Any delay in submission, your DATE OF JOINING shall be modified as per statutory regulations. Failure on your part to submit the documents, this offer of employment shall stand automatically cancelled and withdrawn.

We will appreciate if you could send us a confirmation that these terms and conditions are acceptable to you and would join us at the earliest with intimation **VIJAYAKUMAR J-DEPUTY MANAGER-JVIJAYAKUMAR06@STFC.IN (8870000396)**.

Please sign and return to us the duplicate copy of this letter as a token of your acceptance of this offer.

Best Wishes, **HR Department** 

(Accepted)

Disclaimer: Shriram Transport Finance Co.Ltd do not engage any consultants or agencies for recruitments. \*\* This is a system generated letter & does not require signature.

#### Shriram Transport Finance Company Limited

ADMIN OFFICE: 6th Floor(level 2), Building No.Q2, Aurum Q Parc, Gen 4/1, TTC, Thane Belapur Road, Ghansoli, Navi Mumbai–400710.Tel:+91 22 4095 7575/27580171|Fax:+91 22 2758 0176. Registered Office: 14A, South Phase, Industrial Estate, Guindy, Chennai-600 032. Landline: 044 485 24 666 Fax: 044 485 25 666 Website : www.stfc.in | Corporate Identity Number(CIN)-L65191TN1979PLC007874.



#### REMUNERATION DETAILS OF MR.CHARLES (JUNIOR EXECUTIVE - COM2)

S.NO.	COMPONENTS	AMOUNT MONTHLY	AMOUNT YEARLY
1.	BASIC SALARY	4500.00	54000.00
2.	HOUSE RENT ALLOWANCE	1600.00	19200.00
3.	MEDICAL ALLOWANCE	1250.00	15000.00
4.	OTHER ALLOWANCE	1040.00	12480.00
5.	PERFORMANCE BONUS	1000.00	12000.00
6.	SPECIAL MGI	754.00	9048.00
	GROSS	10144.00	121728.00
7.	INSURANCE BENEFITS	250.00	3000.00
8.	PROVIDENT FUND	1025.00	12300.00
9.	BONUS/EXGRATIA	900.00	10800.00
	стс	12319.00	147828.00

#### NOTE:

- 1. Item on Sr.No. 1 to 5 shall be paid through payroll.
- 2. Item on Sr.No. 6 shall be paid through payroll and adjusted against your earned incentive, if any.
- 3. Item on Sr.No. 7 shall be towards insurance benefits.
- 4. Item on Sr.No. 8 is company's contribution towards your Provident Fund.
- 5. Item on Sr.No. 9 as and when declared.

#### **HR** Department

\*\* This is a system generated letter & does not require signature.

(Accepted)



GSTIN : 33AYEPA1264A12D 16/6 SINGALANTHI ROAD, SIVA MANSION, THIRUTHURAIPOONDI – 614713 TAMILNADU [33] CELL: 73737 33445

OFFER LETTER

Date: 17<sup>th</sup> August 2021

Dear Mr. Anto Subash Raj

Subsequent to the face to face interview you had with us, we are pleased to offer you the position of Trainee - Customer Relationship.

Your Date of Joining will be 17th August 2021.

Your Monthly take home salary will be Rs. 18,000/- (Eighteen thousand only).

You shall be under the probation period for 3 months from the date of joining. During the probation period, if you choose to resign or terminate your employment with us you must serve a notice for 30 days failing which you will be required to reimburse the training cost spent on you.

The company reserves the right to terminate you at any point without notice if found in violation of any of the company polices.

Your offer has been made based on information furnished by you. 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.

Request you to bring along the below mentioned documents at the time of joining.

- Passport size Photograph (5copies)
- · Copy of PAN card
- Photo ID proof
- Copy of Education certificates [SSLC/HSC/Graduation/post-Graduation/Diploma/etc.]
- Address Proof (Voting Card/Driving License/Passport/Ration Card/Rent Agreement)
- · Copy of Employment/Service Certificate from the previous employer
- Copy of 3 months Bank Statement and Salary slip from the previous Employer

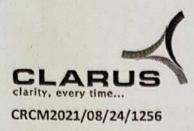
Please sign the duplicate copy of this letter as a token of acceptance of the same.

We look forward to a long and fruitful association with you.

For,Lenin Agencies.,

Name: **T.Anto Subash Raj** Designation: Managing Director For Lenin Agencies,

Proprietor / Manager



## OFFER LETTER PRIVATE & CONFIDENTIAL

10/27/2021

JOEL THOMAS

#### Dear JOEL THOMAS

Thank you for your interest in associating with our Organisation. We are pleased to confirm your selection for the position of Coding Trainee

#### Congratulations!

The detailed terms and conditions of your employment are stipulated herein, for your formal acceptance.

#### 1. Commencement Date :

Your employment with the Organization commences on Oct 18 2021

#### 2. Roles & Responsibilities :

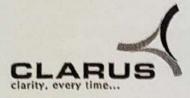
Your primary responsibilities will be of **Coding Trainee** in the Coding Department. You may be asked by the Organization to fulfil additional duties and tasks as defined from time to time which may or may not be directly associated with your job title. In this role you will be reporting to **Manager-Operations** 

#### 3. Place of work :

Your principal location of employment will be in Chennai. You may be required to travel out of Location/ any place within India on Company business in relation to the execution of your responsibilities as assigned to you from time to time by the Company. You will be reimbursed all expenses incurred by you towards travel / boarding and lodging as per the Company policy. Clarus may, at any point of time at its sole discretion, after giving you reasonable notice, transfer or assign your services to any current place of operations or which may subsequently be established or acquired in any part of India.

#### 4. Remuneration :

You will be paid with a CTC Rs 161756 (Rupees One Lakhs Sixty One Thousand Seven Hundered Fifty Six Only) per Annum. Salary structure in detail is attached to this letter in Annexure A. The Compensation Structure may undergo modifications from time to time, at the Company's sole discretion and your gross compensation will be redistributed as per the structure and statutory guidelines in force at the relevant time.



All payments will be subject to appropriate deductions of income tax and statutory requirements as per the Organization's procedures and laws from time to time. You shall be responsible for filing your personal returns and complying with the other requirements under the India Tax Laws.

Compensation is confidential between you and the Organization. You are requested to maintain the confidentiality and not disclose your compensation details to others.

#### 5. Confirmation :

You will be on probation for a period of three (3) months from the date of joining clarus and will continue to be so, unless and until you are expressly confirmed in the services of the Organization. The probation period may be extended by management at its sole discretion based on the performance assessment. The Organization reserves the right to extend the probation period in the event that your performance is not up to the expectations.

#### 6. Benefits :

You will be eligible to participate in benefit programs as per Organization's policy.

#### 7. Personal Time Off :

You will be entitled to the leaves as per Organization policy which consists of casual Leave of 12 days, Sick leave of 5 days. In addition to the same, we have holidays for 7 National/Festive holidays as per the pre-defined holiday calendar. We are a 24 / 7 operations and hence our work might require a rotational shift. If you are expected to come to work on Sundays then you will have a week day off as planned by your department head.

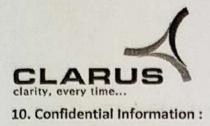
#### 8. Health Examination :

You may have to undergo a health examination at a designated clinic based on the organization requirement. The objective of the examination is to ascertain your medical fitness to continue to work for the organization. Any cost incurred by you for this check-up will be reimbursed to you.

#### 9. Adherence to Compliance with Organization policies and procedures :

You will be governed by the Organization's rules, regulations, administrative procedures, policy and guidelines in force from time to time.

On joining us, please do read policies of the Organization including but not limited to "Prevention of Sexual Harassment", "Information Security Policy", "Code of Conduct and Disciplinary Procedure" published on the Organization intranet. Organization can take/implement in order to ensure compliance with its policies and you would confirm acceptance of the same and agree to adhere to and comply with such policies at all times during the term of your employment and thereafter if you are required to. You also acknowledge that in case of breach of any of the organization policies, Organization is justified to take appropriate actions as per procedures outlined in the respective policies.



Except as required by the Organization or otherwise permitted by the Organization's authorized representative in writing, you are bound to observe absolute confidentiality, both during the term of this contract of employment and after its termination, with regard to any confidential information, trade secrets or other proprietary information, including but not limited to, relating to the business, the employees, customers, clients, financial information, bank account details, passwords and medical history, business dealings, affairs and strategies which can be used by the Organization in accordance with its policies.

You are required to sign an 'Employee Confidentiality and Non-Disclosure Agreement' with the Organization and the said Agreement shall bind you regarding obligations of Confidentiality.

#### 11. Employee Data :

You hereby agree and consent to provide the company with your personal and financial data as may be required by the Company as per its internal process including but not limited to your bank account details, and medical history which can be used by the Company in accordance with it policies.

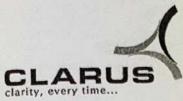
#### 12. Intellectual Property :

Any work done by you during the course of your employment shall belong to the Company and this will cover all products/ services/ inventions etc. This work shall be the sole and exclusive property of the Company.

If you conceive any new or advanced methods of improving processes / formulae / systems in relation to the Operation of the company, such developments shall be promptly and fully communicated to the Company and will be and remain sole right / property of the company. You will agree to execute without receiving additional compensation (a) any formal documents necessary to assign any ideas, information to the Company and (b) all documents required to obtain a patent, register a copyright, or enforce the Company's right to such information. These obligations shall continue beyond the separation of employment with respect to the work and Inventions you conceive or make during the period of your employment. The Company's proprietary rights and confidential information are amongst the Company's most important assets, and any breach of security or confidentiality is regarded very seriously and could lead to termination of employment at any time without any compensation. Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business. If these interests change during the term of your employment, you will promptly notify the Company.

#### 13. Company reputation :

You agree that you shall not at any time without limitation, publish or communicate any "Disparaging" (as defined below) remarks, comments or statements concerning the Company, its affiliates and affiliated funds.



"Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of business of, or reflect negatively upon, the individual or entity being disparaged. Nothing in this Section shall be construed to preclude truthful disclosures in response to lawful process as required by applicable law, regulation, or order or directive of a court, governmental agency or regulatory organization.

#### 14. Indemnity :

You shall at all times, indemnify and keep the Company indemnified against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim, proceeding or demand instituted or made against the Company caused or occasioned by your breach, failure, default or neglect in the opinion of the Company to observe and comply fully with the terms and conditions your employment with the Company herein contained.

#### **15. General Provisions :**

As an employee in the full time employment of the Organization, you will be obliged to devote your entire time, attention and effort to the furtherance of Clarus business, and to continually develop your professional skills in the interest of the Organization and yourself. You shall not during your employment with the Organization directly or indirectly engage yourself or devote your time or attention to any employment, business, position of monetary interest other than that of the Organization.

You will keep us informed of any change in your residential address, your family status or any other personal particulars relevant to your employment.

In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a court in chennai.

The terms of this Offer Letter detailed above are strictly confidential and should be treated as privileged information between you and the Organization. You are expected to maintain confidentiality of such information.

#### 16. Notice period :

Either party has to provide 30 days of notice without cause or salary in lieu of notice in case of separation of services during probation period. After confirmation, either party will be required to give (60 days) Two Months' notice or salary thereof in case you decide to leave our services, and three months' notice (90days) for Manager cadre, subject to the Organization's discretion. In the event, you have an incomplete assignment; Clarus will have the discretion to relieve you only at the end of the notice period. Notice period is linked to the role played by you for the organization.

#### 17. Retirement :

You will be retired from service upon reaching superannuation age of 60 or earlier in case you



are found physically / mentally unfit to work any longer. The proof of age shall be the one as submitted and recorded in the records of the company.

#### 18. Termination :

Your employment hereunder may be terminated by the Organization for Cause (as defined below); effective immediately upon the day written notice of termination for Cause is mailed or hand delivered to you. For purposes of this letter of offer, "Cause" means any of the following including and not limited to:

- a. Commission or conviction of any criminal offence, or of any misdemeanor involving moral turpitude, misconduct, any act of deliberate discrimination or harassment on grounds of race, sex, sexual orientation, religion, age or disability;
- b. Engagement in any activity that you know or should know could harm the business or reputation of the Organization or you participate in any fraud against the Organization or carry out or neglect to do any act which in the reasonable opinion of the Organization may seriously damage the interests of the

Organization;

c. You willfully or negligently breach any legislation or any regulation to which the Organization and/or you may be subject which may result in any penalties being imposed on the Organization or any Director/s or

#### Officer/s of the Organization;

- d. Embezzlement, misappropriation of Organization funds, or other material acts of dishonesty or conducting yourself in a manner which is not in line with the Organization guidelines and values, or if any information provided by you during the course of your interview or otherwise, or your representations, are at any time, found to be either wrong or not disclosed, or if you are in contravention of the terms of this offer letter;
- e. Breach of Organization's confidential information
- f. Failure to adhere to Organization's corporate codes, policies or procedures as in effect from time to time;
- g. Continued failure to meet reasonable performance standards as determined by Organization;
- h. Refusal to perform reasonable duties as assigned by the Organization; or
- i. You are adjudged bankrupt or you enter into any composition or arrangement with or for the benefit of your creditors including a voluntary arrangement under the Indian Insolvency laws.
- j. Become of unsound mind

k. Become incapacitated or prevented by illness, injury, accident, or any other circumstance from discharging in full your duties.

#### 19. Documents :

You are required to produce photocopies of documents on the day of joining as per AnnexureB and get the originals for verification by the HR professional. If you are not in a position to submit complete



set of documents, we will not be in a position to employ you and this Offer Letter will automatically stand canceled.

Please note all documents/testimonials submitted to Clarus will be verified as per our background verification process. You hereby give your consent for verifying all your documents/testimonials submitted at the time of joining by Clarus or any third party appointed by it as part of the background verification process. Any omissions or misrepresentation of any facts will result in the immediate termination of your employment.

#### 20. Offer Acceptance :

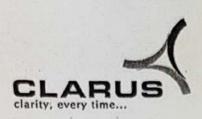
Please confirm your acceptance of this Offer Letter by signing and returning the duplicate copy of this letter for our attention within 2 days from the date of this letter. This letter may not be modified or amended except by a written agreement, signed by a HR Professional of Clarus and by you.

For Clarus Healthcare Services Limited

Mr.Sudarshan Surana Chief Executive Officer

I agree to accept employment on the terms and conditions mentioned in the above letter of appointment. I undertake to keep the information on my compensation and benefits confidential.

JOEL THOMAS plovee Signature



Annexure A \*Strictly Private & Confidential

Salary Components	Annual Amount in INR
A Fixed Salary Components	The second s
Basic	93600
House Rent Allowance	46800
Conveyance allowance	7800
Other allowance	7800
Total Gross (A)	156000
B Deductions	
PF Employee	11232
ESI Employee	2730
Gratuity	0
Total Deductions (B)	13962
Take Home Salary (A-B)	142038
PF Employer	12308
ESI Employer	2730
Total Cost To Company	161756

#### Note:

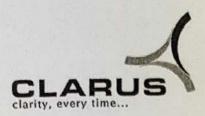
• Gratuity will be paid as per Gratuity Act on completion of 5 years continuous service in the organization

For Clarus Healthcare Services Limited

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Mr.Sudarshan Surana Chief Executive Officer

JOEL THOMAS J. Jal Thomas **Employee Signature** 



#### Annexure B

Please submit the photocopies of the following documents on the day of joining:

- Proof of age
- Certificate or testimonials of SSLC /10th Standard and Certificates supplementing your highest educational and professional qualification attainments
- · Last three months' payslips of your previous
- Relieving letter from your previous mentioning the cause of separation
- Form 16 or any other authenticated document supplementing your earnings and income tax deduction /paid in the current financial year
- 8 (eight) passport sized photographs (with White background)
- PAN Card
- Voter ID, Aadhar Card, Passport or any photo ID address proofs
- PF UAN (if UAN is generated)
- Any other documents as may be required by the Organization

For Clarus Healthcare Services Limited

Mr.Sudarshan Surana Chief Executive Officer

JOEL THOMAS **Employee Signature** 



#### January 23, 2022

#### Ramasamy

S/o. Shunmugavel, NO 3/18, Shanayar Keelatheru, Seydunganallur, Thoothukudi, Tamil Nadu - 628 809

#### Dear Ramasamy,

We are pleased to offer you the position of Associate Software Engineer at Tekion India Private Limited (the "Company"). The terms and conditions of our offer are set out in this letter.

#### Cost to Company

Your total Cost to Company will be INR 600,000/- (Six Lakh Only) per annum. The detailed salary break-up is mentioned in Annexure A.

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under Indian tax law.

#### **Joining Bonus**

As part of the offer, you have been extended a one-time Joining bonus of INR 100,000 (One Lakh Only) subject to applicable withholding taxes. The full Joining bonus amount (as stated above) is recoverable if you voluntarily leave the Company within Twelve months of joining.

#### Stock Options

We will recommend to the Board of Directors of our parent company, Tekion Corp. ("**Tekion**"), that you be granted the opportunity to purchase up to **2000 (Two Thousand Only)** shares of common stock of Tekion under Tekion's 2016 Equity Incentive Plan (the "**Plan**") at the fair market value of Tekion's common stock, as determined by the Board of Directors on the date the Board approves such grant. These shares shall vest as follows:

(a) 2000 of the shares you will be given the opportunity to purchase will vest at the rate of twenty-five percent (25%) of the shares at the end of your anniversary with the Company for the first year and from there after it will be monthly vesting, so long as you remain employed by the Company.

Please note that the grant of such options is subject to approval by the Board of Directors of Tekion and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company. Further details on the Plan and any specific option grant to you will be provided upon approval of such grant by Tekion's Board of Directors.

#### Appointment

TEKION

You have been made an offer as Associate Software Engineer

- (a) The place of employment shall be Chennai and the normal office timings will be from 9:30AM to 6:30 PM. However, depending on the time constraints within which the Company may have to provide services to its clients, you will undertake to make yourself available in respect of the business of the Company during such times.
- (b) You may also be transferred, seconded or deputed to any of our associate, sister concerns, subsidiaries, group company or any other affiliated companies/concerns/organizations/firms with whom the Company may make an arrangement or agreement from time to time. In such cases of transfer, you will be governed by the relocation policies

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and policies of the Company existing at that time.

#### Policies, Procedures, Rules & Regulations

You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.

You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

#### Leave and Holidays

You will be eligible to the leaves and holidays in accordance with the policy of the Company as may be declared from time to time.

#### **Probation Period**

You will be on probation for a period of **6** (Six) months from the date of your joining the Company, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation. During the probationary period your employment can be terminated by the Company as per applicable law. The Company reserves the right to reduce, dispense with or extend your probation period at its absolute discretion.

During the period of probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of the Company management.

#### **Duties and Responsibilities**

You shall perform the duties and undertake responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to you by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.

You agree that you shall not at any time during the term of this Agreement, without the prior written consent of the Company, be engaged, employed, concerned or interested, directly or indirectly, in any other employment, business or occupation that may conflict with your duties to the Company.

#### Employee Invention Assignment and Confidentiality Agreement

As a condition of your employment with the Company, on or prior to joining, you will be required to execute with the Company, an Employee Invention Assignment and Confidentiality Agreement, as per a draft provided by the Company.

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The Company reserves the right to terminate your employment in case of any breach or non-compliance on your part of the terms of such agreement.

# Sensitive and Personal Data or Information

The Company may, in connection with your employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting our offer, you expressly consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you shall have read and understood the Company's privacy policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

#### Non-Disparagement

During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

#### Terms of Termination of Employment

Following the successful completion of your probationary period, either party can terminate this employment by serving a notice of one month on the other. The Company may, at its sole option, pay salary in lieu of the notice period to terminate employment with immediate effect.

The Company reserves the right to terminate your employment immediately without notice or payment in lieu of notice if you are found guilty of misconduct or negligence or have committed any breach of the terms and conditions of this offer.

#### **Consequences of Termination of Employment**

You hereby agree that upon termination of this Agreement by either of the Company or you, you shall return all the properties belonging to the Company in its possession as per the instructions of the Company and hand over charge to the designated representative of the Company. You also agree that failure to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

#### **Governing Law and Jurisdiction**

Your employment with the Company shall be governed and construed in accordance with the laws of India. The Company and you irrevocably submit to the exclusive jurisdiction of competent courts situated at Chennai 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.

This offer of employment and your commencement and continuation of employment with the Company is conditional

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- (a) where relevant, the obtaining of all required employment and/or visa approvals from the relevant government authorities to enable you to work with the Company;
- (b) Company's satisfaction with the results of any required reference and background checks as well as verification of your employment and salary history; and
- (c) your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer of employment.

Any false information provided by you or at your request may result in the Company's withdrawal of this offer or immediate termination of your employment with no payment in lieu of notice or any other compensation to you.

We are pleased to have you as a member of the Company, and we look forward to working with you. We hope you will find the Company a great and rewarding place to be.

To indicate your acceptance of this offer, please review, sign and return one copy of this offer letter along with the signed Tekion Employee Invention Assignment and Confidentiality Agreement. This offer expires five days from the date of this letter. If you do not accept or begin employment by the required date, Company reserves the right to withdraw this offer of employment.

You are required to treat this offer letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants) without our prior written consent.

Should you have any queries or require any clarification of any points, please do not hesitate to contact the Human Resources Team.

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Best regards, Sowmya Mallaiah Director - Human Resources, Tekion India Private Limited

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#### Annexure A

#### **Compensation Package**

### Name: Ramasamy Position: Associate Software Engineer

S. No.	PARTICULARS	INR Per Annum
(3)	BASIC	192,000
(iii)	HOUSE RENT ALLOWANCE	96,000
(10)	MEAL CARD ALLOWANCE	24,000
(iv)	BROADBAND AND TELEPHONE ALLOWANCE	12,000
(v)	LEAVE TRAVEL ALLOWANCE	16,000
(vi)	PROFESSIONAL DEVELOPMENT ALLOWANCE	12,000
(vii)	SPECIAL ALLOWANCE	224,960
	TOTAL BASE COMPENSATION	576,960
(viii)	TEKION'S CONTRIBUTION TO PROVIDENT FUND	23,040
	TOTAL COST TO THE COMPANY	600,000
- 14	JOINING BONUS	100,000

#### Gratuity

Gratuity will be payable in line with the statutory provisions (as may be amended from time to time), upon separation from the Company, subject to completion of minimum of five years of continuous service in the Company.

#### **Provident Fund**

You may be eligible to subscribe to the provident scheme as may be applicable to you. The Company will contribute the provident fund as per the applicable law as may be amended from time to time.

#### Medical Insurance

All employees, their spouse, and up to two dependent children and dependent parents will be enrolled under the Company group medical insurance scheme. Under current policy, employee and dependents are covered up to INR 500,000 per year. Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining.

#### **Group Personal Accident Insurance**

All employees are covered under group personal accident insurance, as per the Company policy.

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For detailed information regarding policies, please reach hr@tekion.com .

#### ACCEPTANCE

I have read, understood and accept the terms and conditions of this above offer of employment including the compensation package relating to my employment with Tekion India Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

S. Ramadany Employee Signature

24/1/2022 Date

S. Ramasing Employee Name



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