



**November 20, 2021**  
**Harsha Hiremath**  
**Bengaluru**

**Subject: Offer of Employment**

**Dear Harsha,**

On behalf of GyanSys Infotech Private Limited (the "Employer"), I am pleased to confirm our offer of employment to you as **Software Engineer Trainee** based in **Bengaluru**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met, and we are excited with the prospect of you joining our organization **on December 6, 2021**.

Your immediate manager will communicate details of your role and work responsibilities in the initial weeks of your joining the Employer. As part of your annual compensation, you will receive a Total Salary of **Rs 450,000/-**. At your level, the Variable Pay will be **Rs 45,000** of your annual salary. The details of your compensation breakdown are provided in the attached Annexure A.

You may also receive additional benefits as are generally accorded to the employees of the Employer, subject to the applicable policies and practices of the Employer.

Your employment with us will be governed by the Terms and Conditions as detailed in Annexure B, as well as all rules, regulations, guidelines, policies, and practices of the Employer, which may be amended from time to time. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in Annexure B.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Code of Conduct and other policies (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Employer or its affiliates.

**This letter and GyanSys Infotech Private Limited employment application are intended to be final.**



Your compensation details are confidential, and you may discuss it only with the undersigned in case of any clarification. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization.

*Everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.*

If you wish to discuss any detail of this offer, please feel free to contact us.

Sincerely,

For **GyanSys Infotech Private Limited**



**Rajeev Subudhi**

**Director Human Resource**

#### **ACCEPTANCE OF OFFER OF EMPLOYMENT**

I, **Harsha Hiremath**, hereby accept the terms and conditions of this employment offer. I will furnish all the documents for your records and will ensure to join on the given date of joining. I also hereby accept the documents submitted by me are true and correct.

\_\_\_\_\_  
Signature

**Name: Harsha Hiremath**

**Date:**

**Place:**



## ANNEXURE A

	Component	Basis	Annual	Monthly
A	<b>Fixed Cash Salary</b>			
	Basic Salary	40% of C	Rs 162,000	Rs 13,500
	HRA	50% OF Basic Salary	Rs 81,000	Rs 6,750
	Communication Allowance	Rs 3000 per month	Rs 36,000	Rs 3,000
	Statutory Bonus	8.33% of Basic	Rs 13,495	Rs 1,125
	Special Allowance #	Balance	Rs 78,113	Rs 6,509
	<b>Total (A)</b>		<b>Rs 370,608</b>	<b>Rs 30,884</b>
B	<b>Fixed Non-Cash Salary</b>			
	Medical Insurance		Rs 5,000	Rs 417
	Employer Provident Fund	As per PF Act	Rs 21,600	Rs 1,800
	Gratuity	As per Gratuity Act	Rs 7,792	Rs 649
	<b>Total (B)</b>		<b>Rs 34,392</b>	<b>Rs 2,866</b>
C	<b>Fixed Salary C= A+B</b>		<b>Rs 405,000</b>	<b>Rs 33,750</b>
D	<b>Variable Salary</b>			
	Utilization Bonus Payable Monthly		Rs 45,000	Rs 3,750
E	<b>Total CTC E = C +D</b>		<b>Rs 450,000</b>	<b>Rs 37,500</b>

You are also entitled for Group Term Insurance coverage, which is addition to your CTC mentioned above in Annexure A

**Group Term Insurance**

You will be entitled to Term Life Insurance from Life Insurance Corporation of India. Details of the Scheme are mentioned below

<b>Group Term Life Cover Scheme</b>	
<b>Insurer</b>	Life Insurance Corporation (LIC)
<b>Scope of Cover</b>	Comprehensive Life Cover (Death due to any reason during the term of the policy)
<b>Life Cover Sum Assured</b>	1 time of Annual CTC subject to maximum 20 Lakh
<b>Validity</b>	1 Year (06/12/2021 to 06/06/2022)



### **Details of Annexure A**

#### **HRA:**

House Rent Allowance is calculated at 50% of Basic Salary. The taxability will be as per prevailing Income Tax Act.

#### **Employer Provident Fund Contribution:**

GyanSys Provident Fund Contribution is calculated as per Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and other applicable Provident Fund Rules. Taxability of this component is based on prevailing Income Tax Rules.

#### **Communication Allowance:**

An allowance of Rs 3000 per month is payable on a monthly basis. (Rs 36000/- per annum). Tax benefits will be available as per the prevailing Income Tax Rules on submission of proofs. Communication Expenses can be claimed for one Post-paid mobile or one Land Phone. Telephone/ Mobile bills should be in the name of the Employee. Time to submit proof of documents shall be intimated time to time.

#### **Uniform Allowance**

An allowance of Rs 1600 per month is payable monthly (Rs 19,200/- per annum). Tax benefits will be available as per the prevailing Income Tax Rules on submission of proofs. Bills for the amount spent for the purchase of business formal/ Business casuals can be submitted as proof.

#### **Statutory**

Statutory Bonus payable as per The Payment of Bonus Act, 1965 is calculated at 8.33% of your Basic Salary. This component is paid out monthly and is fully taxable as per prevailing Income Tax Laws.

#### **Special Allowance:**

Special Allowance is the benefit provided to Employees after considering all other components in Salary.

#### **Medical Insurance:**

You will be entitled to Annual Floating Medical Insurance Coverage (Rs 3,00,000 coverage) for self and dependents limited to Spouse and 2 Children. You will also be entitled to Round-the-clock Personal Accident Insurance Coverage (Rs 5,00,000 coverage) for self. Actual amount may vary depending upon the number of dependents. Self-Coverage is mandatory, but you may opt for dependents.

#### **Over Time Allowance:**

Overtime Allowance will be calculated and paid out on a quarterly basis from January to December of current year. All billable hours above 480 will be considered for Overtime Allowance. This amount will be calculated at the rate of Rs 700 per hour.

Please refer and follow the guidelines to understand the process for availing Overtime Allowance as per the policy which is shared in the GyanSys ESS portal.

#### **Over Time Allowance Pay-out**

Quarter	Payout Month
January - March	May
April - June	August
July - September	November
October - December	February



**Gratuity:**

On completion of five years of continuous service with the company you will be eligible for the gratuity as per the payment of Gratuity Act. This amount will accrue to your account annually. The amount towards gratuity accrual is also a part of the above package.

Original bills towards the above components should be submitted during the Income Tax fiscal period evidencing the expenditure to get Income Tax exemption, failing which the same will attract applicable Income Tax.

**Utilization Bonus\***

You will be eligible for a performance linked monthly paid Utilization bonus. The Utilization Bonus will vary, primarily based on your performance and billing from the project in the given month. Utilization Bonus is set at Rs 45,000/- of your CTC. To be eligible for any bonus pay-out, you must not be on Performance Improvement Plan (PIP). Employer may amend or terminate the Utilization Bonus at any time.

**Utilization Bonus calculation**

If your utilization is 160 billable hours in the given month, you will be paid 100% of the monthly utilization bonus amount. In case, it is less than 160 hours in a given month, this amount will be calculated and paid on pro-rata basis.

**Utilization Bonus Pay out**

Month	Payout Month
January	February
February	March
March	April

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## General Instructions / Checklist of Documents

**Dear Professional,**

*Congratulations and welcome aboard!!!*

*This checklist is to prepare you for your journey with us. The documents/material requested here are mandatory and must be carried along on your date of joining. Please carry photocopies of applicable documents as listed below.*

<b>Education</b>		
<b>Graduation</b>		
Marksheets for all the years	<input type="checkbox"/>	
Convocation Certificate and Provisional Certificate	<input type="checkbox"/>	
<b>Post-Graduation</b>		
Marksheets for all the years	<input type="checkbox"/>	
Convocation Certificate and Provisional Certificate	<input type="checkbox"/>	
<b>Professional [CA/CS/ICWA/etc.] *</b>		
Marksheets for all the years	<input type="checkbox"/>	
Convocation Certificate and Provisional Certificate	<input type="checkbox"/>	
Membership Number allocation proof/document [if applicable]	<input type="checkbox"/>	
<b>Employment</b>		
Relieving Letter or Service Certificate [All Prior Employment(s)]	<input type="checkbox"/>	
Previous Employment Last Payslip	<input type="checkbox"/>	
Last Employer Relieving letter/Service certificate	<input type="checkbox"/>	
Form 16 for the Current Financial Year or the Salary Certificate*	<input type="checkbox"/>	
<b>General</b>		
Photocopy of PAN card is mandatory and should be submitted on your day of joining**{non-PAN card holders, please apply immediately}	<input type="checkbox"/>	
Photocopy of Aadhar is mandatory and should be submitted on your day of joining.	<input type="checkbox"/>	
2 Passport Size Photographs	<input type="checkbox"/>	
Photocopy of the Passport*	<input type="checkbox"/>	
Candidate Blood Group Information	<input type="checkbox"/>	
Additional Documents - If any	<input type="checkbox"/>	

\* If applicable

\*\* Very important and Critical document

We look forward to you joining us, where the BEST chooses to be.



## Annexure B

### Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement

This Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") is effective as December 6, 2021.

#### BY AND BETWEEN:

GyanSys Infotech Private Limited, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office at ITPL, 8th Floor, Inventor Building, Whitefield, Bengaluru - 560066, hereinafter referred to as "Employer", (which shall be deemed to mean and include its successors and assigns); and

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter referred to as "I" or "me" or "my" (as the context may require), (which shall be deemed to mean and include my heirs, legal representatives, executors, and administrators).

#### 1. GENERAL

We are working together to build a world-class organization. It is hence important that the atmosphere and environment we create together enhances the potential and capability of each one of us. These service conditions aim to build a strong professional work environment based on the strong foundations of integrity and ethics.

I understand that I shall always maintain absolute integrity and devotion to duty. If I hold a senior or managerial position, I shall take all possible steps to ensure the integrity and devotion to duty of all personnel within my control and authority. I understand that I shall not act in a manner that is prejudicial to the interests of, or that brings disrepute to, the Employer or its Connected Entities (as defined in Section 3 below). At all times, I shall be bound by and shall comply with the Code of Ethics and Professional Conduct of the Employer.

#### 2. STATEMENT OF FACTS - VISIBLE PRACTICE OF INTEGRITY

I understand that the Employer's offer to employ me is made based on, among other things, the proficiency of professional skills that I have declared to possess as per my resume.

I shall not at any point in time furnish false information regarding personal details such as name, age, contact address or professional information, including, but not limited to, qualifications, ability, previous service, or any other matter germane to my employment with the Employer, at the time of employment or during employment. The employer has right to confirm the information provided by me at any time and from any source. If, later, any of my statements are found to be false or misleading, the Employer shall have the right to terminate my services forthwith.

I understand that I am expected to follow the letter and spirit of all applicable taxation laws, rules and regulations and uphold the values of honesty and integrity in all my actions. During doing so, I shall claim only actual expenses and ensure compliance with the applicable tax laws in letter and spirit.

Any enhancement of compensation and benefits will be based on my performance and would be at the discretion of the Employer. In case my performance falls short of minimum standards set by the Employer, the Employer shall have the right to terminate my employment forthwith.





### 3. CONFIDENTIALITY

I understand that, by my employment, I will acquire and be exposed to, have access to, make use of, create and/or add to Proprietary Information and Personally Identifiable Information ("PII", as hereinafter defined). "Proprietary Information" includes all ideas, information, and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Employer or a Connected Entity (as hereinafter defined), its personnel (including partners, principals, members, officers or employees), clients and prospective clients, vendors, suppliers, independent contractors, subcontractors, agents or others with whom the Employer or a Connected Entity does business that I learn or acquire during the period of my employment with the Employer.

Proprietary Information therefore includes, but is not limited to, manuals, documents, research notes, drafts, software, source code, methodologies, business processes, inventions, compilations of technical data, databases, client or prospective client lists, information relating to the development or maintenance of client relationships and good will, names of suppliers, specifications, designs, business or marketing plans, forecasts, financial information, personnel information or lists, work in progress, and other technical or business information, whether prepared by me or others for the Employer or a Connected Entity, or received by me or others for the Employer or a Connected Entity. Proprietary Information does not include basic programming or accounting know-how that is generally known and used within the software industry or accounting profession.

"PII" means information relating to an identified or identifiable natural person, excluding business contact information, that I acquire, am exposed to, have access to, or make use of about my employment with the Employer, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural, or social identity. Examples of PII include, but are not limited to, the following: account number (bank account, credit card, etc.), address, biometric identifier, license or identification number, date of birth, government identifiers (such as social security numbers), name, personnel number, photograph or video identifiable to an individual, vehicle identifier or serial number, and may also include other information related to an individual that may directly or indirectly identify the individual (e.g. salary, performance rating, purchase history, call history, etc.).

"Connected Entity" as used in this Agreement shall mean GyanSys Infotech Pvt Ltd, India and any corporation, partnership, limited liability Employer or other entity (a) that (i) is owned, directly or indirectly, in whole or in part, by the Employer, GyanSys Inc, USA or its subsidiaries (whether located in the U.S., India or any other country)(ii) controls, is controlled by or is under common control with a GyanSys Entity; or (b) in which any partner, principal, member, officer, employee or other personnel of a GyanSys Entity participated on behalf of, or carried out any duties with respect to the affairs of a GyanSys Entity. For purposes of this Agreement, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

I agree to hold in trust and confidence all Proprietary Information and Personally Identifiable Information during and after the period of my employment with the Employer. I will not disclose any Proprietary Information and Personally Identifiable Information to anyone outside the Employer or a Connected Entity without the prior written approval of an **\*Authorized Representative\*** of the Employer or use any Proprietary Information or Personally Identifiable Information for any purpose other than for the benefit of the Employer or a Connected Entity as required by my authorized duties for the Employer. Upon termination of my employment with the Employer (a) I will not use or disclose Proprietary Information or Personally Identifiable Information, whether in documentary or digital form or committed to memory or in any other form, for any purpose ; (b) I will not retain or take with me any Proprietary Information or Personally Identifiable Information in a tangible form; and (c) I will immediately deliver to the Employer any Proprietary Information and Personally Identifiable Information in a tangible form that I may then or thereafter hold or control. "Tangible" form includes written or graphic form, on a computer disc, USB drive or other medium, on a website, or otherwise stored in or available through electronic or other form.

I agree to keep confidential any information or manuals relating to the Employer's compensation and benefits schemes that may become known to me as an employee of the Employer. I agree to maintain the utmost secrecy regard to the compensation and benefits package of any other employee of the Employer or any Connected Entity



that becomes known to me during employment, and I shall not discuss it with any colleague, except on a need-to-know basis. I agree that during the term of my employment with the Employer, I shall not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and that I will not bring into any of the premises maintained by the Employer or a Connected Entity, or otherwise provide to the Employer or a Connected Entity, any unpublished document or proprietary information belonging to any such employer, person or entity without the prior written authorization of such employer, person or entity. If I receive such an authorization, I will send a copy to the Authorized Signatory.

An **\*Authorized Representative\*** is the Director Human Resource for the Employer or a Connected Entity located in India or his or her designee.

#### **4. EXTERNAL COMMUNICATIONS**

I agree that I shall not, either directly or indirectly, during or after my employment, communicate to any public papers, on internet, journals, social media, pamphlets or leaflets, or cause to be disclosed at any time, either verbally or in writing, any information or documents, official or otherwise, relating to the Employer or a Connected Entity, including, without limitation, any Proprietary Information or Personally Identifiable Information, except with the prior written approval of management of the Employer.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

I hereby agree that, except with respect to Personal Works (defined below), the Employer or a Connected Entity owns all rights, title, and interest in and to all work performed, and all materials, creations, designs, technology, discoveries, inventions, ideas, information, and other tangible or intangible matter (whether or not patentable or copyrightable), conceived, developed or created by me, alone or with others, during the period of my employment with the Employer, including, but not limited to, all related copyright, trade secret, patent, trademark, and other intellectual property rights (the "Creations"). To the maximum extent permitted by applicable law, the Creations shall be deemed works made for hire under India copyright or applicable laws or any equivalent laws of applicable foreign jurisdictions, and all rights, title, and interest in and to the Creations shall vest automatically in the Employer or a Connected Entity, as determined by the Employer.

I hereby assign and irrevocably agree to assign all right, title, and interest including, but not limited to, patent, copyright, trade secret, trademark, and other proprietary rights, in and to such Creations to the Employer or a Connected Entity, as determined by the Employer (as to copyright, to the extent such Creations are held not to be works made for hire under applicable law). The Employer or a Connected Entity, as determined by the Employer, will have the sole right, in its own name, to obtain, hold, register, and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, any renewals or extensions thereof.

I will (a) promptly notify the Employer in writing of any Creations, and deliver to the Employer the tangible form of all Creations (including any copies); and (b) provide the Employer and any person designated by the Employer or a Connected Entity, at the expense of the Employer or a Connected Entity, any assistance and cooperation requested by the Employer or a Connected Entity to obtain, hold, register, and otherwise perfect, protect, and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, executing written instruments and serving as a witness. If, in breach of my obligations under this Agreement, I use any Creations or Proprietary Information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other tangible or intangible matter after termination of my employment with the Employer, I acknowledge and agree that such tangible or intangible matter constitutes, at the sole discretion of the Employer or a Connected Entity, Creations subject to the assignment requirement, and the other terms and conditions, of this Agreement.

Only a Creation that meets all of the following criteria would be considered a personal work ("Personal Work"): (a) it is conceived, developed, and created by me on my own time without using the equipment, supplies or facilities of the Employer or a Connected Entity or any Proprietary Information or other Creations, (b) it is unrelated to the actual or reasonably anticipated business or research and development of the Employer or a Connected Entity of which I am or become aware, and (c) it does not result from any work performed by me for the Employer or a Connected Entity. The obligations noted above in paragraph 5 do not apply to Personal Works.



I will not provide Employer or a Connected Entity with any Personal Works without prior written authorization of the Employer.

Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). If, despite the above, I am deemed under applicable law to retain any rights including without limitation any Moral Rights, I hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, I grant, and agree to grant, to the Employer or its designees the exclusive, perpetual, irrevocable, worldwide and royalty-free license to use, modify and market such rights, without identifying me or seeking my consent. I agree that my obligation to render any cooperation for the foregoing shall continue even after termination of my relationship with the Employer.

Upon demand by the Employer, I shall immediately deliver /hand over all information/ material relating to the Creations in my possession, in a tangible form and to the satisfaction of the Employer or Connected Entities.

## 6. CONFLICT OF INTEREST

Any position with the Employer calls for whole time employment and I agree to devote myself exclusively to the business of the Employer.

During my period of employment, I will not directly or indirectly, participate in or in any way render services or assistance to any business, whether for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of the Employer or a Connected Entity, or otherwise create a conflict, or the appearance of a conflict, of interest with the Employer or a Connected Entity. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of the Employer or a Connected Entity, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having any outside employment, having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with the Employer or Connected Entity, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

## 7. NON-SOLICITATION

The following non-solicitation provisions are designed to protect the investment of the Employer and all Connected Entities in their clients and employees, valid business needs in today's competitive marketplace. Nevertheless, this Agreement is not intended to limit an employee's ability to pursue a professional career upon leaving the Employer.

- a. **Non-Solicitation of Clients.** I acknowledge that, because of the nature of my work for the Employer or a Connected Entity, my solicitation or serving of certain clients related to my work for the Employer or a Connected Entity would necessarily involve the unauthorized use or disclosure of Proprietary Information of the Employer or a Connected Entity, and the proprietary relationships and goodwill of the Employer or a Connected Entity, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or any Connected Entities with the laws, rules and regulations of the U.S. or India, or independence-related requirements of a government regulatory body. Accordingly, during the period of my employment with the Employer and for two years thereafter, I will not, directly or indirectly, solicit or provide services to any client of the Employer or a Connected Entity to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my employment with the Employer.

In this regard, I acknowledge and agree that the market for the kinds of services I rendered or will render as part of my work for the Employer or a Connected Entity reaches throughout, and in certain instances beyond, India and that the Proprietary Information which has been and will be provided to me relates to similar kinds of services rendered by the Employer or a Connected Entity throughout, and in certain instances beyond, India and therefore the geographic scope of this Agreement is reasonable and is designed to protect the Employer's or a Connected Entity's legitimate business interests in the preservation of Proprietary Information.



- b. Non-Solicitation of Personnel.** I acknowledge that, because of the nature of my work for the Employer or a Connected Entity, my solicitation or hiring of any partner, principal, member, officer or employee of or any contractor to the Employer or a Connected Entity, or my participation in their hiring, admission or retention, as the case may be, would necessarily involve the unauthorized use or disclosure of Proprietary Information of the Employer or a Connected Entity, and the proprietary relationships and goodwill of the Employer or a connected Entity. Accordingly, during the period of my employment with the Employer and for two years thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any partner, principal, member, officer or employee of the Employer or a Connected Entity to leave the Employer or a Connected Entity, or to join any firm or business with which I may be or become affiliated, or (b) participate in the hiring or admission of any partner, principal, member, officer or employee of the Employer or a Connected Entity, or (c) cause a contractor of the Employer or a Connected Entity to cease providing services to, with, or on behalf of the Employer or such Connected Entity.

## 8. AUTHORIZATION

Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about Employer, the business and plans, various client-related projects etc.

## 9. SECURITY

Security of Proprietary Information, Personally Identifiable Information and other data (refer to Annexure C\* on Information Security Policy) are important aspects of our business and a basic expectation of our clients. In recognition of this responsibility towards our clients and business, I agree to adhere to the following conditions always:

Proprietary Information or Personally Identifiable Information is available to me on a need-to-know basis for specified groups based on my roles and responsibilities. The network file server access is permitted on an as-required basis only. Access to these is authorized through access privileges approved by designated personnel of the Employer or a Connected Entity.

Internet access is available to me for completing my work responsibilities and browsing sites of professional interest. I understand that I am expected to adhere to Employer requirements related to downloading of copyright information, security of the Employer network and office decorum.

The communication security may be maintained by controlling physical access to computer systems, disabling all workstation CD, USB Storage Pen drives or hard disks and Employer-wide communications to heighten awareness of the need for protection of intellectual property and sensitive customer information.

Access to the network, development environment and E-mail Server of the Employer or a Connected Entity is through an individual's password. In the interest of security, I agree to utilize this facility and maintain confidentiality of the same.

In the interest of security, I shall not install, download, copy or duplicate any unauthorized or unlicensed software, programs, games, attachments on any computer system of the Employer or a Connected Entity.

I am expected to be responsible for the security of official documents/ manuals and such material that may come to me during various assignments. I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it.

I am required to display my identity card to the security personnel of the Employer or a Connected Entity on demand and always within the office premises. Any equipment taken out of the office premises will require a gate pass duly authorized by the designated personnel of the Employer or a Connected Entity. \* The Information Security Policy will be provided for your review and acceptance on or before the day of your joining the Employer.



#### **10. USE OF EMPLOYER OR CONNECTED ENTITIES RESOURCES AND RETURN OF PROPERTY**

I understand that I shall be responsible for the safekeeping and good condition and order of all the property of the Employer or a Connected Entity that is entrusted to my care and charge. I may use the resources of the Employer or a Connected Entity only for official purposes.

Unless otherwise agreed by the Employer in writing, upon termination of my employment for any reason, in addition to the return of Proprietary Information and Personally Identifiable Information as set forth in Paragraph 1, I agree to return to the Employer or a Connected Entity all Creations and all other property, equipment, credit cards, documents, records, lists, files, and any and all other materials of the Employer or a Connected Entity, including, without limitation, computerized or electronic information that is in my possession or control as of the date on which my employment is terminated, and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment (the "Property").

The Property shall be delivered to the Employer or a Connected Entity at any location designated by the Employer or a Connected Entity, at my expense, within One (1) business day after the termination of my employment or on an alternate date designated by the Employer or a Connected Entity. I further agree to allow the Employer or any Connected Entity to inspect any of my personal or home computers to determine whether any Proprietary Information, Personally Identifiable Information or Property belonging to the Employer, or a Connected Entity resides on such computers and to permit the Employer or a Connected Entity to remove such Proprietary Information, Personally Identifiable Information or Property from such computers.

#### **11. NOTIFICATION**

I agree that prior to accepting employment or affiliation with another firm or business, I will advise such firm or business of my duties and obligations under this Agreement. After my employment with the Employer ends, I agree that the Employer or a Connected Entity shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Agreement.

#### **12. FUTURE COOPERATION**

Upon termination of my employment for any reason, I will cooperate with the Employer or a Connected Entity in all matters relating to the completion of pending work on behalf of the Employer or a Connected Entity and the orderly transfer of work to partners, principals, members, officers or employees of the Employer or a Connected Entity. I will also cooperate fully with the Employer or a Connected Entity about any threat of or actual legal proceeding against the Employer or a Connected Entity or any client, customer or licensor of the Employer arising out of any matter with or of which I have had contact or knowledge during my employment.

#### **13. CERTIFICATION**

I agree that during the period of my employment with the Employer I will be requested, provide written certification in such form as the Employer may require that I have complied with my obligations under training and certification Agreement.

#### **14. REMEDIES**

I acknowledge and agree that a breach of this Agreement would cause irreparable harm to the Employer or a Connected Entity and that, in addition to other remedies, the Employer on behalf of itself or a Connected Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, the Employer or a Connected Entity will be entitled to the payment of the Employer's or Connected Entity's reasonable costs and attorney's fees incurred in enforcing this Agreement.



## 15. APPLICABLE LAW AND JURISDICTION

I Understand the Employer may depute me overseas for on-site work or to any other location in India.

I irrevocably submit to the exclusive jurisdiction of any competent courts situated in Bangalore only, concerning any dispute arising out of my employment or relating to this Agreement, and I waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## 16. MISCELLANEOUS PROVISIONS

The above terms and conditions are based on, and should be read in conjunction with, the Employer policies, procedures and other rules currently applicable. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, guidelines would be posted on the Employer's policy portal for employee reference. All future communications would be deemed to have your prior consent. The Employee shall also abide by all other rules and regulations of the Employer as shall be in force, from time to time.

Except as set forth in the following sentence, I acknowledge and agree that this Agreement contains the entire understanding between the Employer, each Connected Entity and me with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter. Notwithstanding the foregoing, I acknowledge and agree that any written agreement between the Employer or any Connected Entity and me with respect to the subject matter hereof that was signed by me prior to the date hereof shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the date hereof.

The rights and benefits of the Employer under this Agreement shall be transferable, and all provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me and shall inure to the benefit of any Connected Entity to which I may transfer during my employment with the Employer or the Connected Entity, provided, however, none of my duties or obligations under this Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignment in violation of this paragraph shall be null and void.

I understand that my post-employment obligations in sections 3, 4, 5, 7, 8, 11, 12, 13, 14, 15 and 16 of this Agreement will survive the termination of this Agreement. The provisions noted above explain the length of such post-employment obligations, some are limited in time and others are of unlimited duration.

For **GyanSys Infotech Pvt Ltd**



Human Resources  
Authorized Signatory

I accept all the terms and conditions of the Employer as stipulated in this Agreement.

Harsha Hiremath

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name



## **TERMS AND CONDITIONS OF SERVICE**

In continuation to our offer of employment with the Employer, please note the terms and conditions of service.

We firmly believe that our strength lies in our employees as they ensure our success. Our business model is dynamic and typified by a high degree of competition. Success in such a situation demands that we continuously challenge ourselves to higher levels of individual and collective performance. Toward this, we aim to provide an enabling and positive environment that will motivate our employees and facilitate achievement of superior levels of performance.

Our employees' professional skills and knowledge are emphasized by their personal and emotional well-being. We strive to provide a climate that nurtures the holistic development of our employees.

A summary of some of the major policies applicable and the benefits available to the employees in our Employer is detailed below along with other terms and conditions of employment.

## **COMPLIANCE WITH GYANSYS'S INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS**

The Employer, as an affiliate of GyanSys Inc (GyanSys USA), is required to comply with external regulatory and/or professional standards. In accordance with the policy of GYANSYS USA, as a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, independence and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the Independence Representation. An example copy of this representation form is available for your reference on GyanSys Policy Portal. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to GyanSys Policy Portal and GYANSYS USA Independence Group for more information in this respect. The representations made by you will be subject to an audit and may be reviewed by GYANSYS USA's representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to GYANSYS USA's internal audit team. Please be assured that GYANSYS USA fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to GYANSYS USA to use the information provided by you for such purposes as provided in the policies regarding independence and ethics.

In the event, you (i) do not cooperate or comply with the independence requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult us should you require any further information or if you have any specific concerns in this respect.

## **NON-DISCLOSURE, NON-SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT AND SEXUAL HARASSMENT POLICY**

You will be expected to sign the Employer's Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement and the Sexual Harassment Policy upon joining the Employer. Please contact the Human Resources Department for further details.

## **RETIREMENT AGE**

The age of retirement for every employee of the Employer is 60 years. You shall however, during the tenure of the services be required to be medically fit for work. The Employer may, at its discretion, request you to undergo periodic medical examination to enable professional determination of medical fitness for employment.



## **PROBATIONARY PERIOD**

You will be on probation initially for a period of six months and may be confirmed as a permanent employee upon successful and satisfactory completion of your probation. During your probation, your engagement by the company is provisional and subject to, amongst other things, your positive contributions to the company's objectives. The company reserves the right either to extend your period of probation or terminate your services, if your performance is found unsatisfactory. The company reserves the right to reduce or extend your probation period based on manager's feedback. You will continue and deemed to be on Probation until and unless confirmed by the company in writing about your performance and eligibility for regular employment.

## **TRAINING**

Notwithstanding the at-will clause in this agreement, the Company reserves the right to make you undergo on the job training in the first twelve months (including the Initial Training), during which period you will be appraised for satisfactory performance during/after which Company would normally confirm you. This confirmation will be communicated to you in writing. You should also ensure that you shall continue your employment with the company for at least 36 months thereafter, period being December 6, 2021 to December 6, 2024. Therefore, if you choose to be deployed on this Training and thereafter choose to discontinue your service before the completion of 36 Months, you will be required to compensate the Company with a sum total of Rs. Four Lakhs Fifty Thousand only (Rs 4,50,000/-)

The Company reserves the right to send you for any training or certification required to improve Specific Skills or for Knowledge Transfers activities, either in India or abroad, subject to the condition that you shall continue your employment with the company for at least 36 months thereafter. You shall unconditionally undertake to refund all expenses and costs incurred by the Company and/or Company's clients for/on such Training/Knowledge Transfer including travel expenses, if your employment ends within three (3) years of the date of completion of such Training/Knowledge Transfer, either because you resign (regardless of the reason) or abandon service or Company terminates your employment, on account of poor performance and/or professional misconduct and/or gross negligence on your part. Thirty-day notice shall be provided to improve the performance. During your training period, in case of non-clearance of final examinations, a last chance will be given to appear for the re-examinations. Failing to clear the exams in the second attempt will account to termination of your employment.

## **LEAVE POLICY**

You will be eligible for 15 days of Vacation Leave and 6 days of Sick Leave in a calendar year. From the date of joining the company, you will earn Vacation Leave on pro-rata basis. You will accrue the entire sick leave at the time of joining on pro-rata basis up to a maximum of 6 days in a calendar year.

If you have pre-planned for Vacation Leave, you must communicate at the time of joining to HR for exceptional approval.

Please refer and follow the guidelines to understand the process for availing Leave as per the Leave Policy which is shared in the GyanSys ESS portal.

## **NIGHT SHIFT ALLOWANCE**

You are eligible for the Shift Allowance of Rs 400 per day if the Shift hours overlaps (IST 12 AM) for any Customer requirement, While working from GyanSys office/Client /Remote location An Employee needs to get an approval from the Account Manager, Delivery Manager or Project Manager in advance and keep the HR and Finance Team pre-informed to avail the benefit.

Please refer and follow the guidelines to understand the process for availing Shift Allowance as per the Shift Allowance Policy which is shared in the GyanSys ESS portal.





## **NOTICE PERIOD FOR TERMINATION OF SERVICES**

During probation, your services can be terminated with 30 days' notice or basic salary in lieu thereof, on either side. After confirmation as a regular employee, in case you decide to leave the employment, you will be required to give 90 days' notice or basic salary in lieu thereof. If any of your assignment is pending or incomplete, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving 90 days' notice or basic salary in lieu thereof.

In the event of any breach of the code of conduct or non-performance of contractual obligation or the terms and conditions laid down in this Annexure or if you are guilty of any negligence or misconduct about or affecting the business or affairs of the Employer, your services in the Employer could be terminated without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

Misconduct will include but is not limited to:

- Going on or abetting a strike in contravention of any law.
- Causing damage to the property of the Employer or its employees.
- Continued discharge of work functions that do not meet the standards reasonably expected from you.
- Breach of confidentiality/secretcy provisions set out in Annexure B.
- Willful insubordination or disobedience, whether in combination with another, of any lawful and reasonable instructions of any member of management.
- Engaging in outside employment or an outside business unconnected with your duties and obligations.
- Neglect of normal duties and functions.
- Disclosing to any unauthorized person any Proprietary Information or PII, as defined in Annexure B.
- Falsification / manipulation of GyanSys time and expenses in Replicon.
- Falsification / manipulation in Background Verification.
- Engaging in any illegal activities

The Employer further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests and to claim the actual damages it has suffered through any breach.

Absence from work for a consecutive period of three days, without prior approval, including an overstay of leave, will be treated as abandonment of services and you would be subject to immediate termination.

Upon termination of your employment with the Employer, you shall forthwith return to the Employer all the assets, software, code, protocols, manuals, programs, compilations of technical data, client or prospective client lists, Work in Progress and property of the Employer (including leased property), documents, files, books, papers, memos or any other property of the Employer or Connected Entities or their respective clients in your possession or under your control.

In case of employment termination for any reason related with misconduct or repetitive bad performance, the quarterly utilization bonus and KPI Bonus (If applicable) as part of your compensation structure would not be processed as part of full and final settlement.

## **WORK CONDUCT**

The Employer expects all employees to maintain highest standard of professional conduct always.

To assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel.

It is not possible to list all the forms of behaviour that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including termination of employment:



- Irregular attendance: repeated or excessive absence, tardiness, uninformed excessive work from homes or early departures.
- Unreported absence for more than three days or unreported deviation from assigned and accepted schedule for more than five days.
- Falsification of employment records, employment information, or other records prior and after joining the Employer.
- Giving knowingly false statements, either verbally or in written form to any manager or co-employee.
- Excessive personal use of the Employer's telephone, fax, or computer systems for non-business reasons.
- Practices such as having obscene posters / workstation screen savers at your workplace, playing games, watching movies at your workstation etc.
- Insubordination: willful disobedience of any reasonable and legitimate instructions issued by any member of management or supervision, and anyone authorized to act in such capacity, or addressing such person in an abusive, threatening, or contemptuous manner in the presence of others.
- Theft, unauthorized removal, or willful damage to any property belonging to another employee, the Employer or to the Employer's customer or visitor.
- Introduction or possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon on the Employer property.
- Corruption, fraud, misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer.
- Any act prejudicial to or in conflict with the interests of the Employer.
- Gross negligence.

All employees conduct shall strictly adhere to the Employer's rules and regulations and amendments made to it from time to time.

### **TRANSFERS and TRAVEL POLICY**

You are liable for transfer / deputation / secondment / training to any branch or to the offices of our associate companies, client locations or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the new assignment.

Employer will invest considerable time, effort and financial resources in Visa processing and overseas travel arrangements. All the expenses involved for your travel such as Travel (Return Air Fare/Cab/International Sim), Accommodation, Insurance, Per Diem, Visa Expenses (Visa Fee, Travel and Logistics claimed for Visa Interview) and any other expenses related with your travel which is not covered here (on actuals) will be governed by the rules of the Employer in force, from time to time. Employee will provide dedicated service to our client, completing the work/project assigned, and commit services to the Employer for at least twelve (12) months after returning to India or after being confirmed his project travel. If for any reason the Employee voluntarily leaves or resigns the employment during his/ her stay overseas or within twelve (12) months after being returned to India or after being confirmed for a project travel, employee agrees to repay the amount paid by the Employer in full.

### **SEXUAL HARASSMENT POLICY**

This policy prohibiting harassment applies to all practitioners of GyanSys.

GyanSys is committed to providing a work environment free of any intimidation or harassment which is in any way related to an individual's race, colour, religion, gender, sexual preference, genetic information, atypical hereditary cellular or blood trait, ancestry, national origin, age, marital and family status, veteran status, disabilities, or any other classification, as protected by local law.

Specifically prohibited is any type of behaviour involving verbal or physical conduct by any practitioner which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment.

Harassment or intimidation includes, but is not limited to, slurs, epithets, threats, derogatory or objectionable conduct in the form of remarks, pictures, objects, inappropriate jokes, teasing, or any other type of conduct of a physical or verbal nature which is directed against someone due to any of the personal characteristics.



GyanSys expects that all relationships among persons in and out of the office, from the most senior Practitioner to the most junior administrative staff member, will be business-like and free of bias, prejudice and harassment.

GyanSys recognizes that its practitioners may be subjected to prohibited harassment by non-Employer practitioners who conduct business with GyanSys. In these circumstances, the Employer acknowledges its responsibility to support and assist the Practitioner subjected to such harassment.

The Employer has no requirement for the form or content of a harassment complaint, only that it be made in good faith.

The complaint may be verbal or written. It is suggested that the individual making the complaint provide as much information as possible regarding the offending incident or conduct, such as what happened or is continuing to happen, the person or persons causing the harassment, and the time(s) and place(s) the incident or conduct occurred. If available, the names of witnesses should be provided, but an individual should not hesitate to report harassment merely because there are no witnesses or because he or she cannot identify the witnesses.

The Employer is committed to prompt examination of any harassment complaint received from any of its Practitioners and will take whatever action is appropriate under the circumstances, up to and including termination of employment.

Confidentiality for all parties involved will be respected to the utmost extent possible. The Employer's policy also prohibits retaliation against individuals who in good faith have filed complaints of harassment, even if insufficient evidence is found to support the complaint.

Moreover, if an individual believes that about work for the Employer, a client or an employee or agent of a client is subjecting him or her to harassment, these same procedures to report the harassment should be followed.

Although the Employer may not have the same control over outside persons causing harassment as it does over its own personnel, the Employer will still examine the harassment complaint promptly and take whatever action is appropriate under the circumstances.

If the complaint reported found to be false then the complainant may be subject to the disciplinary action as decided by the management.

Please refer and follow the guidelines as per the Sexual Harassment Policy which is shared in the GyanSys ESS portal.



GyanSys Infotech Pvt Ltd  
Human Resources

**I have read and understood the above policy terms.**

Signature:

Name: Harsha Hiremath

Date:

The Organization reserves the rights to amend the policies without any prior notice. You shall also abide by all other policies, guidelines, rules and regulations of the Employer as shall be in force, from time to time, which may be accessed on the Employer's policy database.