



*Mithra Technologies*

## Letter of Appointment

September 18, 2019

**Vijay Kumar K.S**

#110,KOPPA VILLAGE,HULIMANGALA POST,  
JIGANI HOBLI,ANEKAL TALUK,  
BANGALORE-560105

Dear **Mr. VIJAY KUMAR K.S,**

We are pleased to welcome you to **Mithra Technologies** in the capacity of **Procurement Executive**. The position is based in Bangalore. Please note that the employment terms contained in this letter are subject to the Company policy conditions.

### **APPOINTMENT**

- a. Your date of appointment is effective from the date of joining which is **11th September 2019** as per our records
- b. You will be liable to be transferred in such capacity as the Company may from time to time determine to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company. In such case you will be governed by the terms and conditions of service applicable to the new assignment
- c. Your increments, promotion and demotion will depend at the sole discretion of the management depending upon your efficiency, intelligence, sense of maintaining discipline, loyalty and good behavior
- d. You will be on probation for a period of six months. This may be extended for further period of six months at the sole discretion of the Management.

### **COMPENSATION**

- a. Your compensation package is set out in Schedule I. It will be reviewed once annually based upon your performance
- b. Changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant criteria
- c. The management reserves the right to bifurcate the salary, merging, abolishing with any other allowance/allowances. The monthly salary with other allowances/benefits viz., House Rent Allowance (HRA), conveyance allowance, education allowance, food allowance and other allowances which are admissible and as specified from time to time.
- d. Your compensation package is strictly confidential between you and the company and should not be discussed with any one nor divulged to anyone in any manner whatsoever



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### **OTHER BENEFITS and LEAVE POLICY**

You will be entitled to the following

- a. Perquisites, if any, as applicable to your category or employees and / or based on functional requirements as determined by the company.
- b. Leave, holidays and working hours as applicable to your category of employees and location of posting. However, you shall proceed on Leave(s) for any reason whatsoever, only after prior approval of the company.
- c) The employee is entitled to take 1 day paid leave per month. The leaves cannot be carry forwarded to the subsequent month

### **RESPONSIBILITIES**

- a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. You may need to work extra hours to achieve the above whenever the job so requires. In this connection, you are advised not to engage in activities that have or will have an adverse impact on the reputation / image and business of Company, whether directly or indirectly.
- b. You will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.
- c. In connection with your employment and during the term of your employment, you shall disclose and assign to Company as its exclusive property, all developments developed or conceived by you solely or jointly with others and shall comply with the Policies of the Company in relation to Intellectual Property and may be required to sign a separate agreement with the company.

### **CONFLICTS OF INTEREST**

- a. You are required to engage yourself exclusively in the work assigned by Company and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Manager.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Company.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment from the cessation of your employment with Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - Any employee of Company to terminate their employment with Company or to accept employment with any competitor, supplier or any customer with whom you have a connection.
  - Any customer or vendor of Company to move his existing business with Company to a third party or to terminate his business relationship with Company.
  - Any existing employee to become associated with, or perform services of any type for any third party.
  - In case of any conflict or doubt, please discuss the matter with your Manager, understand the position of Company and resolve the conflict.



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### **CONFIDENTIALITY**

In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the company. Therefore, please ensure that you maintain as secret and confidential all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) and shall not use or divulge or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Company and in the course of your employment. This covenant shall endure during your employment and for a period of one year from the cessation of your employment with Company (irrespective of the circumstances of, or the reasons for, the cessation).

### **GENERAL**

- a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable for removal from service without notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which relate to your commitments under this Agreement.
- b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
- c. These employment terms supersede and replace any existing agreement or understanding, if any, between Company and you relating to the same subject matter.
- d. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.

### **NOTICE PERIOD**

- a. Either party may terminate this agreement at any time by giving to the other Three month notice or payment in-lieu of. However, the management reserves the right to alter this notice period, depending upon the project situation and mutual understanding. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period without being liable to compensate as stated above. The company has the right to terminate this agreement immediately, if the project is short closed or the client is not satisfied with the employee's performance or any business shut down or any behavioral issues by the employee.
- b. Management assesses performance of employees on periodic basis and provides verbal or written feedback. In case of performance issues, Management reserves the right to terminate services with immediate effect.

This in no way limits Company's right to terminate your employment without notice in the event of serious misconduct. Such circumstances can include but are not limited to; criminal offence,



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theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to Company's reputation, etc. In such cases, Company holds right to sue employee and recovery of damages if any as per Labour laws and Criminal laws.

On termination you shall immediately

- Deliver to Company, or as may be directed, all Confidential Information; and
- Return to Company all equipment, security keys, and other property belonging to Company.
- Compensate for the losses caused to Company

### **Working Hours**

- The employee has to maintain working hours of 45 hours in a week mandatorily.
- Company currently does not have any policy to provide compensation for overtime.
- Employees may need to work extra hours if work demand so however we wish that employee finishes his/her allocated work within estimated period. As per Business requirement employee has to work on Saturdays.

### **ACCEPTANCE OF THIS APPOINTMENT**

Please sign a copy of this letter and return it to the company as your acceptance of this appointment.

We would like to take this opportunity to welcome you to Company and trust that our association will be rewarding. At the time of your joining, please bring along the following documents, which are essential for us to complete your joining formalities.

- 2 passport size photographs & 1 stamp size photograph
- Copy of X, XII, Graduation, PG Degree / Diploma / other qualification Certificates
- Copy of PAN Card
- Copy of Passport / Driving License
- Salary certificate from your present / last employer & Form 16, if any
- Experience letters in respect of your previous employment, if any

With Regards,  
For Company,  
Authorized Signatory

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I, **Mr. Vijay Kumar K.S**, hereby accept the terms and conditions of employment as outlined above and in Schedule I attached hereto.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

### SCHEDULE I

Strictly Confidential

**Name: Mr. Vijay Kumar K.S**

**Designation: Procurement Executive**

SI No	Particulars	PM	PA
1	Basic Salary	4645	55740
2	HRA	4645	55739
3	Conveyance Allowance	348	4180
4	Medical Allowance	813	9754
5	Special Allowance	1161	13934
	<b>Gross Salary</b>	<b>11612</b>	<b>139348</b>
1	Add : PF - @ 12.00% on Total Salary less HRA	836	10032
2	Add : ESI - @ 4.75% on Total-Employer	552	6624
	<b>Cost to the Co.</b>	<b>13000</b>	<b>156004</b>
	<b>Less : Deductions :</b>		0
1	PF from Employee @ 12%	836	10032
2	ESI from Employee @ 1.75%	203	2436
3	Professional Tax	0	0
		<b>1039</b>	<b>12468</b>
	<b>Take Home Salary :</b>	<b>10573</b>	<b>126880</b>

The aforesaid remuneration will be as per the policies and guidelines of the Company and taxed as per the prevailing Income Tax rules.

Salaries are paid on or before 10<sup>th</sup> of each month. Payslips will be send on your personal mail id after the release of Salary. You need to submit the Approved Timesheet by 5<sup>th</sup> of every month



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\* Project Allowance is given when person is working on a customer project or product and his/her performance is satisfactory. It can vary from 0 (zero) to Maximum amount as mentioned in above salary structure.