

Date: 17 February 2022

Athul Keloth,  
Kannur

Date of Joining: 21 February 2022

Subject: Offer Letter and Terms of Employment

Dear Athul,

Congratulations! We are delighted to offer you a position of "Software Engineer (D2)" with Novigo Solutions Private Limited. Your total compensation cost will be Rs. 3,24,060 per annum as per structure defined in Annexure A.

Kindly confirm your acceptance of this offer by email, proposing your tentative date of joining. If not accepted within 7 days, this offer is liable to lapse at the discretion of Novigo. On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by Novigo.

- Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval, will be treated as absconding from duty, and in the event that you do not report for work within ten days from the date of absence, it will be treated as "voluntary abandonment of service" and shall be deemed that you are no longer interested in the employment and have resigned from the services of the company of your own accord. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the company, as specified.
- Location:** Your initial posting will be in Mangalore. However, your services are transferable anywhere in India as also anywhere abroad, where the affiliates of the Company do business. In case your services are transferred to any of our group Companies, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time.
- Compensation:** Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills, specific background and professional merit. This information should be treated as personal and confidential and should not be shared with anyone.
- Probation Period:** You will be on probation for three months from the start date of your employment and your confirmation will be communicated to you in writing after the probation period. During this period, either party may terminate the employment by providing 30 calendar days prior notice to the other party.

- Notice Period:** After the three months' probation, the prior notice period required by either party for future termination will be 90 calendar days.

Subject to terms and conditions set forth herein below.

- The employment offered under this agreement shall be valid until either party terminates it by giving to the other party the number of days of prior notice specified above. Such notice may be given at any time during the course of employment. You are employed by Novigo Solutions "at will" and not for any specific term.
  - In the event an employee requests for adjustment of his/her un-availed casual leave against the stipulated notice period then the company may in its discretion agree to do so.
  - Novigo Solutions reserves the right, at its sole discretion, to terminate your employment without providing the required period of notice, by paying 3 month's Basic salary in lieu of notice.
  - In the event an employee's performance is not satisfactory and does not meet company's expectation, the company reserves the right to terminate the employment by providing 90 calendar days' notice.
  - In the event you do not provide the required period of notice, before voluntarily terminating your employment, Novigo Solutions reserves its right to forfeit your salary as per the requisite notice period duration. In addition, Novigo Solutions will also be entitled to adjust any amounts outstanding against you from your salary, accrued vacation or expense reimbursements, as may be legally permissible.
  - You acknowledge that if you fail to provide the agreed notice period, Novigo Solutions is bound to suffer substantial damages caused due to improper transition of work, delay in completion of project, hiring and training of your replacement as per our client's requirements. Therefore, considering the gravity of damages that could be suffered by the company, the company reserves its right to assess and recover such damages from you as it deems fit.
  - In case of breach of these Terms of Employment or misconduct (which includes failure to return to work after vacation, absconding from work, taking actions injurious to Novigo Solutions business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Novigo Solutions may terminate your employment during probation or after, without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.
  - There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.
- Service Bond:** You will have to sign a service bond of Rs 1,00,000/- which is for a period of 1 year from date of joining.
  - Working Hours:** Office working hours will be 9.00 AM to 6.00 PM and 5 working days in a week except Novigo mentioned holidays (Including National holidays and Regional holidays). Client location work timings and holidays will be applicable in case of travel.
  - Code of Conduct:** It is imperative for you to go through and fully comprehend Novigo Solutions Code of Conduct and abide by it. This shall require you to read the Code of Conduct and signify your acceptance in writing.

