



Letter of Appointment

Ref. No: ICSL/Employee/12390/12404/15092021

Date : September 15 2021

Devendra Singh
B-1601 Ajnara Le Garden Greater Noida West
Noida
Uttar Pradesh
201301, India

Dear Devendra,

Congratulations! With reference to your application and subsequent discussions/interview you had with us, we are pleased to offer you the position of **Senior Software Engineer** with **Infinite Computer Solutions (India) Limited** ("Company" or "Infinite") on the following terms and conditions.

Date of Joining: You are requested to join us on or before **October 11 2021**. In the event you are not able to join us on this specified date, the offer would stand withdrawn unless the extension of joining date is granted in writing. On the date of your joining, you are requested to meet the Joining Coordinator to complete the joining formalities at **Infinite Computer Solution (India) Ltd, Plot No. 21, Sector 44, Institutional Area, Gurgaon 122001**.

Salary (on Cost to Company): Your salary on a 'cost to the company (CTC) basis' will be as per the details herein enclosed under Annexure 1.

Tax Implications on Salary: You will be liable to pay all applicable taxes on your income as per the prevailing laws. You are individually responsible for all declarations and implications arising thereof for all personal Income Tax purposes.

Work Location: Your initial work location will be **Noida**. The work location can change based on the organizational requirements.

Notice Period: Your employment with the Company can be terminated either by the Company or by you by giving the other party **60 Days** advance notice. You are required to carefully read the notice period clause in the Terms of Employment attached to this Letter of Appointment.

Your employment with Infinite will be governed by the attached Terms of Employment. You are required to read carefully and understand these Terms of Employment as a part of accepting this offer. As further detailed in the terms of employment the offer of your employment with Infinite is subject to satisfactory completion of background verification and reference checks which may occur at any time prior to or after your effective date of joining.

To indicate your acceptance of this offer and employment with Infinite, please submit a copy of this Letter of Appointment, Terms of Employment, Annexure 1 - Compensation, Annexure 2 - IFBP (If applicable) with your signature on each page. In addition, please provide all the documentation identified in Annexure 3.

We wish you exciting times and infinite possibilities with us and look forward to a mutually fruitful association

Sincerely,
For **Infinite Computer Solutions (India) Limited**

Vijaya Ganugapati
Vice President - Human Resources

Acknowledged and agreed

Devendra Singh

Date:



Terms of Employment

Your employment at Infinite Computer Solutions (India) Limited ("Company" or "Infinite") will be governed by Company's policies, as modified, from time to time and at the sole discretion of the company, upon notice to you. The Terms of Employment contained herein must be read as a part of Company's current policies.

Full Time Employment

This is a full time employment with the Company and you shall devote yourself exclusively to the business of the Company. You will not take up any other work/assignment for remuneration (part time or otherwise) or work on advisory capacity or be interested either directly or indirectly (except as shareholder or debenture holder) in any other trade or business during your employment with the company without prior permission in writing or any such or similar engagement that would conflict with the business/ customer interest of Infinite.

Roles and Responsibilities

The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients. In view of the trust and confidence reposed in you, you must effectively perform to ensure results and you will be expected to work extra hours to achieve the set targets, whenever the job so requires.

Working Hours

You are expected to comply with the normal working hours as declared by the Company or project requirements. You may be required to work on a shift basis. Company may, at any time and its sole discretion, change the shift timings upon notice to you.

Transfer and Deputation

Your services are liable to be transferred in such capacity as the Company may from time to time be determined by the business/ customer needs to any other location, department, establishment, sister company or branch of the company anywhere in the world, with/without any change in terms and conditions of employment at the sole discretion of the management. In such a case, you will be governed by the rules and service conditions applicable to new assignments and locations.

You may also be sent on training, deputation assignments to sister or associate companies or to third parties whether in India or abroad and are expected to participate in them

You will be governed by the rules and regulations in these regards as may be applicable to you from time to time.

Notice Period/ Termination of Employment

Your employment with the Company can be terminated either by the Company or by you by giving the other party specified days of advance notice (refer to the Letter of Appointment or recent communication to know your notice period days).

The responsibility of ensuring the completion of the knowledge transfer within the defined notice period lies with the employee, failing which the relieving date may be extended at the discretion of the management. The relieving date may also be extended incase the project is at a critical juncture.

If the Company relieves you before the completion of the notice period, the gross salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the gross salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company.

Company may terminate your employment immediately, with or without notice and without compensation in lieu of notice period on the occurrence of your involvement in:

- (a) Embezzlement, intoxication or illegal drug abuse, unauthorized absence, unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, bribe or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- (b) Misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceedings that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- (c) Any act of moral turpitude.



Consequences of Termination of Employment

Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:

(a) Any property belonging to the Company, such as a laptop, computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; and

(b) All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents.

- Upon termination or expiration of your employment, for any reason, amounts due or payable, from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.

- Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion withhold the relieving letter and all other documents regarding your employment hereunder.

- In the event of you taking up an alternate employment, it is obligatory on your part, not to join any of Infinite's Client/Customer organizations, without a written consent from Infinite for a period of one year from the date of your separation.

Retirement

You will retire from the services of the Company on completion of 60 years. For this purpose the date of birth as declared in the date of birth proof submitted at the time of joining will be treated as final. You may be retired earlier if found medically unfit.

Background and Reference Check

The Letter of Appointment is issued on the understanding that all information/documents provided by you while joining (In the application / employee data form / during the interview) is true & are liable to be verified at any time during & after the period of your employment with the company. In the event, that any declaration been given or furnished by you to the company is proved to be false or found to have been willfully suppressed/ altered confidential proofs of evidence, your services with the company would be terminated. Termination of services on grounds of Background Verification will not be eligible for any notice period or compensation in lieu of notice period. The company at any time may choose to verify all your credentials as deemed necessary by the company and the client.

Technology and Confidentiality Agreement

You may be required to sign technology and confidentiality agreements with the Company or any other client as required at the time of joining and during the tenure with the company. You are required to adhere to all terms and conditions mentioned in the agreement

Confidential Information

You will not at any time without the consent of the Functional Head or any other nominated representative of the Company, disclose or divulge or make public except on legal obligations, any information regarding the company's affairs or administration or research carried out, whether the same may be confined to you or become known to you in the course of your service or otherwise.

You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. During the term of your employment and thereafter, you shall: (a) hold the Confidential Information in the strictest confidence; (b) not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you; (c) not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company; (d) give prompt notice to Company of any actual or attempted unauthorized use or disclosure of the Confidential Information.

Intellectual Property

You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment shall belong exclusively to the Company.

**Indemnification**

You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by you or related to your breach of any of the provisions contained in this Terms of Employment.

Conflict of Interest

During your employment with Infinite it is intended to avoid conflict between your interest as an employee and the interest of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company. Further, if any 'Conflict of Interest' does arise in future, you will promptly report the same in writing to the management immediately.

These Terms of Employment will be construed in accordance with and governed by the Laws of India. These Terms of Employment, together with the Letter of Appointment (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter thereof.

Sincerely,
For **Infinite Computer Solutions (India) Limited**

Vijaya Ganugapati
Vice President - Human Resources

Please confirm that you have read, understood and agree to the above Terms of Employment by signing below

Signature: _____

Name: _____

Date: _____



Annexure – 1
Compensation Package for Devendra Singh

Grade : E3

Components	Monthly	Yearly
Basic	15,000.00	180,000.00
House Rent Allowance	7,500.00	90,000.00
Educational Allowance	200.00	2,400.00
Advance Statutory Bonus	3,000.00	36,000.00
Infinite Flexible Benefit Plan (IFBP *)	21,160.00	253,920.00
Leave Travel Allowance		15,000.00
Annual Total Fixed Compensation (A)	46,860.00	577,320.00
PF (Employer Contribution)	1800	21,600.00
GMC, GPA & GTL	0	22,446.00
Gratuity	0	8,640.00
Annual Total Benefits (B)		52,686.00
Variable Pay		20,000.00
Annual Total Variable Compensation (C)		20,000.00
Annual Total Compensation(A + B + C)		650,006.00

*Please refer annexure 2 for IFBP details

- The Medclaim insurance covers self, spouse, two children and parents from the date of joining of the employee.
- You will be eligible for gratuity as per the provisions of Gratuity Act 1972

Notice Period: You will be entitled to receive notice period reimbursement as per your Full & Final Settlement from the immediate previous organization for joining us on or before the mentioned date. The total amount paid as notice period reimbursement would be recovered if you choose to leave Infinite or your services are terminated before the completion of one year of employment with Infinite. The amount is subject to tax as per the provisions of Income Tax Act 1961.

Variable Component: You are entitled to receive Performance bonus / Variable pay on a Half-Yearly basis which will be calculated based on your individual contributions against the Key Result Areas (KRA) as well as the company's performance.

Sincerely,
For **Infinite Computer Solutions (India) Limited**

Vijaya Ganugapati
Vice President - Human Resources

Accepted on: / /

Signature: _____

Name: **Devendra Singh**

Annexure - 2 (Grade E1 to E4)

Infinite Flexible Benefit Plan (IFBP): You can choose the amount against various components available under Infinite Flexible Benefit Plan (IFBP) depending on your grade and eligibility as per the policy. Rest of the amount becomes taxable income.

The eligibility for choosing the components from Infinite Flexible Benefit Plan (IFBP) according to the grade is as follows:

Grade	Meal Vouchers	NPS (Max)
E1 to E4	2,200/-	10% of the basic component

*The above mentioned amount is the maximum limit that can be opted under each category. Refer to the Compensation & Benefits Policy for more details

Meal Vouchers : The amount chosen against this will be loaded to the meal card on monthly basis.

National Pension Scheme (NPS): The amount chosen to contribute towards NPS needs to be a minimum of Rs. 6000/- along with registration and administrative charges per year with a maximum limit of 10% of your Annual Basic to an extent of 1lakh for Tax exemption under Section 80CCD (2)

Annexure – 3

Submission of Documents: You need to scan all the original documents and upload in the link provided to you by the offer team. At the time of joining, photocopy of the following documents should be submitted. Please carry original copies for verification.

1. SSLC/ 10th Mark Sheet
2. PUC/ PDC/ +2 Mark Sheet
3. Degree/ Graduation Certificate/ Convocation Certificate
4. Degree/ Graduation Marks cards (All Semesters or consolidated)
5. Post Graduation Certificate/ Convocation Certificate
6. Post Graduation Marks cards (All Semesters or consolidated)
7. Certificates of any other Qualification
8. Copy of Passport
9. Copy of PAN Card
10. Copy of Aadhar Card
11. Passport size photographs - 4
12. Relieving letter or Acceptance of resignation letter from the immediate previous employer or Hard copy of the resignation acceptance mail duly signed & sealed by the authorized signatory
13. Last 3 months pay slips- immediate previous employer
14. Copy of salary revision or the offer letter (whichever is latest) - immediate previous employer
15. Experience letter of all previous employments
16. Copy of updated resume

Please note: Joining formalities will not start if any of the applicable documents are missing on the day of joining.