

Zen-OL-725-29072019

July 29, 2019

Ms. Vijaya Lakshmi Vaduguri

D.No: 104-5-544, 8th Street, Ramakrishna Nagar Rajahmundry Rural, Hukumpeta, Satellite City East Godavari, Andhra Pradesh - 533107

Dear Vijaya Lakshmi,

Sub: Offer of Employment

Congratulations! Pursuant to our discussions, we are delighted to extend you an offer of employment with Zen Quality Assurance Private Limited ("Company").

You will be designated as **Test Engineer** and your gross annual salary will be **Rs. 2,80,000**/- Please refer to Annexure A for detailed compensation structure. Your employment with the Company will commence from **August 05, 2019** at **Hyderabad**. However you are expected to work at location based on the business requirement.

This offer is subject to the following terms and conditions:

1. Employment Agreement

- 1.1 You agree to work for the Company for at least Thirty (30) months from the date of your joining in employment with the Company.
- 1.2 You will, during your employment with the Company and at all times after you cease to be an employee of the Company, maintain all proprietary and/or confidential information of the Company and the Company's clients in strict confidence.
- 2. However, your employment may get confirmed any time after One Hundred Eighty (180) days from the date of your joining. On successful completion of probation, you would receive a communication confirming your employment with the Company.

3. Working Hours

Normal working hours are 9:30 am through 6:30 pm Monday through Friday. Depending on business exigencies, employees may be required to work at different timings, on different days of the week or beyond their existing working hours/weekend/holidays.

4. Leaves

You will be eligible for 18 Leaves per calendar year.

5. Notice Period

5.1 During probation (original or extended) you may end the employment service by giving Fourteen (14) days notice in writing.

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However the company reserves the discretion either to relieve you only at the end of fourteen (14) days' notice or any time prior to the expiry of notice period without paying the notice pay, at its sole discretion.

- 5.2 Once confirmed, the Company may end the employment service any time by giving Sixty (60) days notice in writing or salary in lieu thereof. Company reserves the discretion either to relieve you only at the end of Sixty (60) days notice or any time prior to the expiry of notice period.
- 5.3 On completion of Thirty (30) Months, you may end the employment service any time by giving Sixty (60) days notice in writing or salary in lieu thereof. However the company reserves the discretion either to relieve you only at the end of Sixty (60) days notice period or any time prior to the expiry of notice period without paying the notice pay, at its sole discretion.

6. Background Verification

- 6.1 The Company may, at its discretion, conduct background checks prior to or after your expected joining date. This offer is made based on the information provided by you and competencies you have declared to possess as per your application for employment.
- 6.2 Your appointment/confirmation will be subject to the completion of a background investigation and a reference check to the absolute satisfaction of the Company. In case it is found that the information provided by you is false/ misleading this offer will be revoked and your services will be terminated with immediate effect without notice.

7. Employee Covenants

7.1 Confidentiality.

Employee covenants agrees to hold all confidential and/or proprietary information and/or trade secrets of any past employers / entities / claimants and ensure that the Company has no issue, or claim from anyone.

7.2 Non-Competition.

Employee covenants that there is no agreement, contract etc., with any prior employer, company or any entity relating to Non-Competition which restrains him/her from joining the Company.

7.3 Non-Solicitation of Clients, Employees, Independent Contractors and Agents.

Employee covenants / undertakes that that there is no agreement, contract etc., with any prior employer, company or any entity relating to Non-solicitation which he is in breach thereof and undertakes not to breach any covenants.

7.4 Intellectual Property.

Employee covenants that he is not in breach of any agreement, contract etc., with any prior employer, company or any entity relating to any Intellectual Property rights.

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Employee acknowledges and agrees that based on his/her assurance and covenants mentioned above which are necessary to protect legitimate business interests of the Company, he is being offered the Employment and that he shall sign a separate Employment Agreement with the Company.

You shall honor the above terms and shall keep the Company indemnified of any claims from any third parties. You agree that any dispute arising out of the terms and conditions of this offer and services shall be settled by Mediation by a Mediator to be appointed by the Mediation Centre, High Court of Telangana & Andhra Pradesh. If the said Mediation fails, then to refer the dispute to a sole arbitrator for Arbitration at Hyderabad and only later shall it be subject to jurisdiction of courts of Hyderabad, India. Kindly acknowledge the acceptance of the offer by signing a photocopy of this offer letter and send it to us within three business days failing which this offer stands invalid.

We thank you for your interest in Zen Quality Assurance Pvt. Ltd. and look forward to a mutually beneficial association.

Regards,

Ravi Kuchampudi Associate Vice President - HR



Acknowledgement:	
I,, here terms and conditions of this employment offer	by confirm that I have read, understood and accept the
Signature:	Date:

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Annexure - A

Employee Name

: Ms. Vijaya Lakshmi Vaduguri

Designation

: Test Engineer

Compensation Structure

Components	Monthly (Rs.)	Annual (Rs.)
Basic (A)	10,500	1,26,000
Allowances (B)		
House Rent Allowance	4,200	50,400
Leave Travel Allowance	875	10,500
Food Allowance	1,100	13,200
Special Allowance	2,560	30,720
Retiral Benefits (C)		
Employer Contribution to PF	1,260	15,120
Gratuity	505	6,060
Fixed Pay (D) = $(A + B + C)$	21,000	2,52,000
Variable Pay (E)		
Performance Linked Pay	-	28,000
CTC (D + E)	21,000	2,80,000

Variable Pay is at an indicative payout of 100%. The actual payout will be purely based on individual and company performance. It will be paid quarterly.

BENEFITS:

- 1. Medical Insurance: You will be covered under Group Health Insurance policy provided by the company which is subject to change annually.
- 2. **Wedding Gift:** This is a complimentary benefit given by the Company to its employees on the occasion of their wedding.

Note: You will be eligible for appraisal only during the period of June/July 2020.

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