

Acuvate Software Pvt Ltd

acuvate®
... where **Acuvate** drives **Innovation**





Our mission " Accelerating customer DIGITAL TRANSFORMATION JOURNEY with Artificial Intelligence (AI)"

Acuvate is a global software service provider with over 14 years of experience in digital solutions, accelerating enterprise-wide digital transformation with our AI accelerators. We provide solutions and services that modernize, automate and support enterprise applications, IT systems, and infrastructure. We have a strong presence in the US, Europe, and APAC, where we serve multiple ultra-large customers with over \$20B revenue. With our multi-skilled experts and packaged AI accelerators, we deliver unparalleled efficiencies and accelerate time-to-value for our customers.

Acuvate is a pioneer in providing benchmark IT services and business-critical solutions for various verticals. We specialize in Migration & Modernization of Content, Data, Infrastructure, and Digital Workplace Solutions such as AI-powered Chatbots, Intranets, Advanced analytics, & Trade Promotion Optimization that helps in improving communication, collaboration, and productivity at an enterprise level. Our unique consultative approach helps our customers run their business efficiently, and our AI-driven managed services ensure 100% uninterrupted business operations.

Acuvate is a Microsoft Gold certified partner with Microsoft bot framework, Microsoft Azure, Office 365, SharePoint, business intelligence, advanced analytics, Power BI being our core areas of expertise. We are a preferred partner of several Fortune 500 companies and have digitally transformed more than 200 reputed enterprises worldwide and counting. Our long-term relations with our customers are a result of our commitment to the timelines, quality deliverables and are a testimony to the trust our client has in us.

We emphasize on achieving Higher Productivity, Rich Customer Experience and Enhanced Employee Satisfaction through our focused efforts. Our accolades and success stories are available on www.acuvate.com.

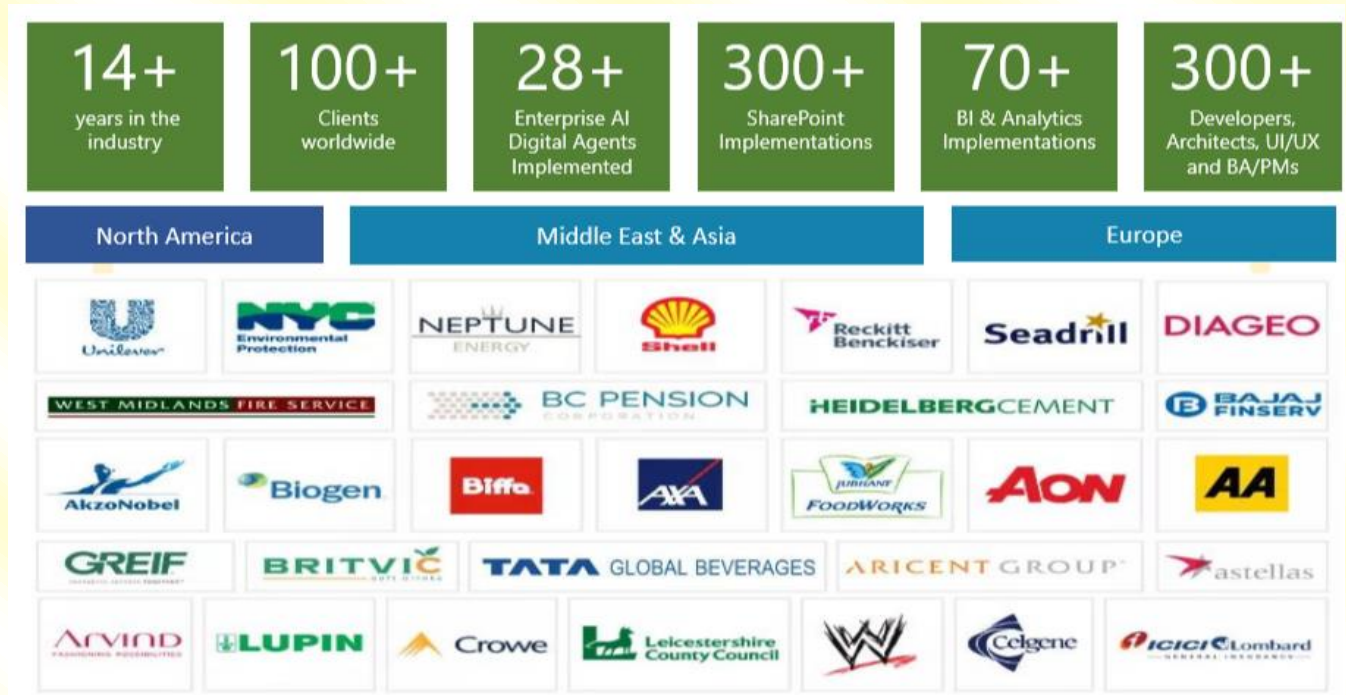
Our Offerings



AWARDS:



CLIENTS :



Benefits :

1) Compensation and benefits

- a. Insurance
- b. Earned leaves
 - i. - Maternity/Paternity
- c. Public Holidays as per industry norms.

2) Training Programs and initiatives

- a. Technical Trainings to keep you posted with the industry trends
- b. Behavioural Training to develop your personality as a professional
- c. Leadership Training to build leaders.

3) Rewards and recognition.

- a. Monthly reward program that fosters discretionary effort
- b. SPOT Awards
- c. Most coveted award is our 'Employee of the quarter'
- d. Business Impact Award
- e. Customer appreciations, etc

4) Operating values

- a. Delighting customers.
- b. Building talent capability.
- c. CSR
- d. Fun@work Acuvate premier league and the annual day outing.
- e. Agility



EMPLOYMENT AGREEMENT CLAUSES

The Company Employs You, **REDDY U S D VARA PRASAD** as a “**Software Engineer - Trainee**” and You accept employment with the Company on the terms and conditions set forth in this Employment Agreement (the “Agreement”)

I EMPLOYMENT TERMS AND DUTIES

1. Your Employment shall begin on **04th October 2021** and shall end on the date of termination pursuant to Section VI of this Agreement. You agree to serve the Company for a period of **3 Years** from **04th October 2021** till the completion of the employment agreement.
2. During your employment with the Company, You will devote your entire and undivided business time (9 hours), attention, effort, skill, care and energy to the business of the Company. You shall perform your duties faithfully, intelligently, to the best of your ability, and in the best interest of the Company.
3. Your reporting manager shall from time to time explain you your objectives and responsibilities and other details of your employment. You will accept and shall abide by all lawful and reasonable instructions issued by any of your superiors. You shall perform your duties at such place or places, as the Company shall reasonably designate. Your performance will be measured from time to time and will be awarded as per the existing appraisal process.
4. In performing such duties, You shall be subject to the direction and control of your immediate Seniors and the Board of Directors and CEO of the Company.
5. The employment relationship shall also be governed by the general employment policies and practices of the Company, rules framed from time to time and contained in the employee manual, except that when the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall prevail. You will also be bound by the Rules, Regulations and office orders in force and framed by the Company from time to time in relation to your service conditions, which will form part of your terms of employment.
6. We work five days a week, Monday through Friday. The Company will have its normal business hours from 10:00 hrs to 19:00 hrs with a lunch break. Since we cater to global clients that may operate on a 24 x 7 basis, You may be required to work at non-standard hours; your work timing would be intimated by your manager. You shall provide details regarding the utilization of your time by entering the same into timesheets or as prescribed by your manager of HR.

II COMPENSATION AND BENEFITS

You will be entitled to remuneration of as mentioned in “Annexure I” in accordance with Company's customary payroll procedures. The job title, duties and compensation may be adjusted from time to time as the Company may determine, in its sole discretion.

- i. Performance Bonus (If any) is paid out on Half -Yearly basis and the payout is determined based on individual performance.
- ii. PF contribution and gratuity will be paid as per the existing statutory norms.

III PROBATION

1. Your appointment will be on probation for a period of 6 months (Six Months) [hereinafter called the **“Probation Period”**]. You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the probation period will be deemed to have been extended until the company advising you of confirmation in your appointment or notifying you otherwise.
2. The Company may terminate your employment by a written notice at any time during or at the end of the probation period without assigning any reason for such termination.
3. The company and You agree to a mutual notice period of 15 days while on probation.
4. The company follows a confirmation process that measures skill and ability. Upon satisfactory performance, if the employee meets expectations (3 rating) it is deemed as a confirmed full time employment.

V PROTECTION OF CONFIDENTIAL INFORMATION

1. **You are required to sign a separate Confidentiality / Non Disclosure Agreement as a condition of employment.**
 - i. You will not at any time use or disclose to anyone other than authorized officers of the Company, information or knowledge relating to the Company’s business or any Company proprietary information, technical data, trade secrets or know- how, including but not limited to research, product plans, products, services, customers name and customers identity, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, financial, administrative and or organization matters or any transaction or affairs of the Company, of confidential nature obtained by You while in the employment of the Company.
 - ii. You shall also not disclose any such confidential information as mentioned above pertaining to the Company, which shall not be generally known to the public or recognized as standard practices and on leaving the Company, shall not take with yourself any charts, confidential data or materials belonging to the Company without its consent.
 - iii. All records, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Company’s operations, activities, or business, made or received by You during any period of employment with the Company are and shall be the property of the Company exclusively, and You shall surrender the same at the time of your resignation or termination of employment.

V ACTIVITIES OUTSIDE THE SCOPE OF EMPLOYMENT

Except with the prior written consent of the Company, You will not during the employment with the Company undertake or engage in any other employment, occupation or business enterprise. You may engage in civic and not-for-profit activities under intimation to the Company so long as such activities do not materially interfere with the performance of your duties hereunder.

1. Except as permitted under clause 2 below, You agree not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by You or You have means to know to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

2. During the term of your employment with the Company, except on behalf of the Company, You will not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by You or You have means to know, to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that anything above to the contrary notwithstanding, You may own, as a passive investor, securities of any competitor corporation, so long as your direct holdings (held by You and your relatives) in any such corporation / its subsidiaries / affiliates etc. shall not in the aggregate constitute more than 1% of the voting stock of such corporation. For the purposes of clarity, the corporations/its subsidiaries/affiliates etc. should not be any competitors of the company in any manner.

VI TERMINATION

1. After completion of your bond you may terminate this employment by giving 90 days prior notice
2. The Company shall have the right to terminate your employment with the Company at any time with a prior notice of 60 days.
3. Your employment may be terminated by the Company for cause pursuant to conducting a disciplinary procedure. The disciplinary proceedings will be conducted, including but not limited to on the occurrence of any one of the following events:
 - i. If You willfully fail or refuse to comply, in a material manner, with the policies, standards, and regulations of the Company following written notice of breach and a reasonable opportunity to cure;
 - ii. If you fail to perform the tasks given to you with the desired quality.
 - iii. You engage in fraud, dishonesty, or any other act of misconduct in the performance of your duties on behalf of the Company;
 - iv. You fail to perform any material provisions of this Agreement to be performed by You provided however, that if such breach can be cured, You will receive reasonable, written notice of breach and a reasonable opportunity to cure such breach;

Further details on the disciplinary procedure may be availed from the Human resources Department.

Without prejudice to other remedies that may be available under the applicable laws, to the Company against You, in case of termination in accordance with clause 3 of section V above, the Company shall not have any further liability to you other than for remuneration, allowances and prerequisites that have accrued prior to the effective date of termination of employment.

VII RESTRICTIVE COVENANTS

1. RETURN OF ASSETS AND INFORMATION:

You agree that if your employment is terminated, You will immediately and without request deliver to the Company any and all physical assets entrusted to You by the Company and any and all records and papers and all matters of whatever nature which contain the Company information.

2. NON-COMPETITION; NON-SOLICITATION:

- i. You state that after termination of your employment and for 24 months thereafter You will not become a proprietor, partner, shareholder, employee, officer, director, distributor, channel partner, dealer or stockist of or to a corporation, a partnership firm or any other business entity whose products or services directly compete with Company's products or services. The restrictions contained in this section shall apply whether or not You accept any form of compensation from such competing businesses.
- ii. You also agree that:
 - a. After termination of your employment with the Company and 24 months thereafter, You will not encourage or induce any of Company's employee, director or officer to breach any of their respective contract of employment or other contract with the Company and You will not entice, solicit, hire, recruit or employ any Company's employee, director or officer. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.
 - b. After termination of your employment with the Company and 24 months thereafter, You will not encourage or induce any of Company's customer, channel partner, distributor, stockist, agent, representative, dealer, client to breach their respective contract with the Company and You will not entice or solicit, any Company customer, channel partner, distributor, stockist, agent, representative, dealer or client. You will not do or attempt to do any of the above mentioned acts whether directly or indirectly, whether personally or on behalf of any other person / entity.
- iii. Company and You acknowledge and agree that You will acquire knowledge and information concerning the business of the Company and its affiliates as a result of employment. The Company and You further acknowledge and agree that the scope of business in which the Company is engaged is very competitive and is one in which few companies successfully compete. Competition by You after having had access to the Company's Information in any aspect of Company's business after the employment is terminated would severely injure the Company due to the intimate knowledge in this narrow field that the Company has disclosed to You. No obligations herein shall be construed to prevent You from exercising your acquired general skills after the termination of the employment, except as applied to specific Company information.
- iv. You acknowledge and admit that the restrictions contained in this section VI are appropriate and necessary for the protection of the business and goodwill of the Company and are considered by You to be reasonable for such purpose.

VIII RESOLUTION OF DISPUTES & REMEDIES

1. In the event of any dispute or difference in any way or manner arising out of, in relation to or in connection with this Agreement, the same shall be decided by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be conducted in English language. The venue of the Arbitration shall be at Hyderabad.
2. If You violate the undertakings of 'Confidentiality' and 'No to Compete' clauses for any reason, You



acknowledge that the damage resulting there from will be immediate and continuing and therefore agree to any injunctive relief the Company may seek with respect thereto and that the same is necessary and proper.

3. Nothing in this Agreement shall limit the rights or remedies of the Company arising directly or indirectly from such breach and/or competitive employment including, without limitation, claims based upon breach of fiduciary duty, misappropriation, and theft of confidential Information and/or tortious interference with contract. Further, You agree to compensate the Company for Company's costs and expenses, including attorneys' fees, incurred as a result of any such violation by You.

IX SEVERABILITY

The Company and You agree that if any part of this Agreement shall be found to be invalid, illegal or unenforceable by the courts or law of India then that part shall not affect any of the other part of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable part had never been contained herein.

X ASSIGNABILITY

If the Company and You agree to transfer You to another of the Company affiliate, then this Agreement shall be automatically assigned to that affiliate. This Agreement shall inure to the benefit of any assignee of the Company and You specifically agree to execute on demand all necessary documents in connection therewith.

XI GOVERNING LAW

It is understood and agreed by the Company and You that this Agreement shall be interpreted and governed by the laws of India irrespective of the place of execution or the place or places of performance. The Company and You further acknowledge that this Agreement is written in English and that English is the controlling language.

XII WAIVER

Any failure by either party to exercise its rights or any delay, forbearance or indulgence by either party in exercising any rights under this Agreement shall not operate as a waiver of that right or preclude its exercise at any subsequent time or on any subsequent occasion.

XIII IDEAS, INVENTIONS AND INTELLECTUAL PROPERTY

1. You agree and recognize and agree that all ideas, inventions, enhancements, plans, writings, Intellectual Property, and other developments or improvements (the "Inventions") conceived by you, alone or with others, during the term of your employment, whether or not during working hours, that are within the scope of the Company's business operations or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company. You further agree that (1) You will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights You may have in those Inventions, including without limitation those relating to patent, copyright, trademark or trade secrets. At the request of and without charge to the Company (except for any associated, reasonable and out-of-pocket expenses of yours which Company will pay), You will do all things deemed by the Company to be reasonably necessary to perfect the title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications, assignments or other instruments.

2. Notwithstanding the foregoing, the Company hereby notifies You that the provisions of this Section shall not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely by You in your own time, unless (1) the Invention relates to (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by You for the Company.

XIV NONDISPARAGEMENT

During or after termination of your employment, You will not disparage, denigrate or defame or take any action that is injurious to the interest of the Company, its products or services.

XV UNDERTAKING

You represent and warrant to the Company that there is no other employment contract or any other contractual obligation to which You are subject, which prevents You from entering into this Agreement or from performing your duties under this Agreement.

XVI INDEMNIFICATION

1. You agree to indemnify and keep the Company indemnified against all losses, claims, injury, damage, costs and expenses that the Company may suffer or incur as a result of or in connection with -
 - i. any falsity whether already known or discovered at any time in the future, of any of the statements, acknowledgement, representations and warranties made by You in this Agreement; or
 - ii. any breach or non-compliance by You of any term of this Agreement; or
 - iii. any default, breach, non-compliance or irregularity of any nature whatsoever that may be committed by You; or
 - iv. Any liability of the Company towards any third party including any government or statutory authority attributable to any past action or default on your part as an executive of the Company.

XVII NOTICES:

All notices reports and communications permitted or required by this Agreement shall be in writing, and shall be deemed to have been given on the date of delivery under endorsement or by registered post. The addresses on the signing page of this Agreement or any other address notified in the Company's book shall be the address for the said purpose.

XVIII MODIFICATION

The terms of employment contained herein may only be modified by a written instrument executed by the Company and You.

XIX COUNTERPARTS

Company and You agree that there will be two original copies of this Agreement, one to be kept, as a matter of record with the Company and one to be kept as a matter of record with You.

Annexure I

Components	Monthly	Annual
	Amount in Indian Rupees	
Basic	6,144	73,733
HRA	2,581	30,968
FEP	9,340	112,075
Sub Total (A) -	18,065	216,776
<u>Other Benefits</u>	Amount in Indian Rupees	
Provident Fund (employer contribution)	1,800	21,600
*Insurance	600	7,200
***Performance Bonus	-	-
**Gratuity	369	4,424
Sub Total (B)	2,769	33,224
-		
Total	20,833	250,000
<p>* Insurance covers Group Personal Accident, Group Life and Hospitalization.</p> <p>**As per gratuity laws</p> <p>***You would be eligible for Performance Bonus based on your performance vis-à-vis the objectives/tasks assigned to you, the performance of your group/function and the organization's performance.</p>		

Annexure II