

**6<sup>th</sup> December 2018****Yuvaraj Jadhav****Dear Yuvaraj Jadhav,**

With reference to your application and the subsequent interview you had with us, we are pleased to appoint you as **“Test Engineer 1”** as per the terms and conditions given below:

1. You are required to report at Tessolve on 17<sup>th</sup> June 2019, to start the technical training for one month, during which period you will be paid a stipend of Rs. 10000 (Rupees Ten Thousand Only). The other terms and conditions of the offer, as mentioned from clause no. 2 to 22, will be applicable after completion of one month technical training. Your actual employment after training will commence from 17<sup>th</sup> July 2019 with the full time CTC as mentioned in the page no.4.
2. The salary and other emoluments and benefits, as per Annexure, will be applicable upon successful completion of the training. The details pertaining to your appointment letter and salary are strictly confidential between you and the company and you should not discuss these details with anyone within or outside the company, except your Senior Manager or the HR in-charge.
3. You shall be on probation for a period of six months, with effect from the date of completion of the training period. Should your work be found satisfactory at the end of the period of probation, your appointment will be confirmed in writing. Unless so confirmed in writing, you shall continue to be on probation. The probation period is extendable at the sole discretion of the management.
4. From the date of joining, you will abide by the Provident Fund, Medical and LTA and Leave Rules, as applicable to you.
5. During the probationary period and after confirmation, your service will be terminable at the discretion of the company on giving ninety days of notice or on payment of ninety days pay in lieu of such notice. If you wish to resign from the services of the company during probation period and after confirmation, you will do so by giving ninety days prior notice.
6. During the period of your employment with the company you shall not secure or try to secure any other employment, whether full time or part time, or engage in any commercial business or pursuit on your own account or as an agent for others. During your employment with the company, you shall not undertake any course or study without getting permission from the management.

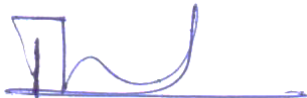
7. During the period of your employment with the company you may be required to work on customer projects. If you were to resign from the services of the company, you shall not work for the same customer or customer's customer (for the projects handled within last one year) either directly as an employee/contractor or through another organization, for a period of six months from your separation from the company.
8. You shall not at any time, without the consent of the company, disclose, divulge or make public, except under legal obligation, by word of mouth or otherwise, details of manufacturing processes, technical know-how, security arrangements, administration, accounts of any other dealings of the company known to you in the course of your service or otherwise.
9. You shall abide by the Rules and Regulations of the company which are in force and / or which may be framed from time to time.
10. You shall be responsible for the safekeeping and return in good condition and order of all the company's property, which may be in your use, custody or charge.
11. You will work under the supervision of such officers, as may be decided by the company from time to time. You shall diligently and faithfully carry out instructions given to you to the best of your power, skill and ability in the best interests of the company.
12. You are required to maintain yourself in a state of medical/physical, mental fitness and ensure annual medical checkups. Any neglect on your part in this regard may render your service liable for termination with immediate effect.
13. If at any time in the opinion of the company, which shall be final, you become insolvent or are found guilty of dishonesty, disobedience, misappropriation, theft, fraud, disorderly behavior, negligence, indiscipline, absence from duty without permission, violation of any company policies or of any other conduct considered by the company as detrimental to its interests or of violation of one or more terms of this appointment, you would either be subject to strict disciplinary action or your services may be terminated without notice, based on the severity of the violation.
14. You are liable to be transferred to any place of business of the organization whether existing or acquired later on or from any one department to another or from one job to another as the management may consider it necessary in its discretion, from time to time without detriment to your status or emoluments.
15. You shall keep the company informed of any change in your residential address or any civil status.

16. The retirement age as per the company's policy is 60 years
17. Your initial place of posting will be at **Bangalore**.
18. At the time of joining, you are requested to produce the original certificates in proof of (a) age, (b) Qualification, (c) Relieving Order from the present employer, if applicable (or) copy of your resignation letter to the previous employer.
19. In case your written acceptance of this offer is not received within 30 days of issue, this offer will be treated as withdrawn and cancelled, without any further reference to you.
20. In case you do not report for duty within 10 days of the joining date indicated by you in the duplicate copy of the letter, the offer will be treated as withdrawn and canceled, without any further reference to you.
21. Please sign and return the duplicate copy of this letter enclosed as a token of your acceptance of the above mentioned terms and conditions and indicate your date of joining the company.
22. You are expected to work with Tessolve for a minimum period of three years from the date of joining. In accordance to this requirement, you are required to sign a Service agreement confirming your commitment for a minimum period of 3 years (Three Years) with Tessolve.

We welcome you to **Tessolve** family and look forward to a long, successful and mutually beneficial association.

With Best Wishes

**FOR TESSOLVE SEMICONDUCTOR PVT LTD**



**Director – HR & Operations**

I have read, understood and accept the above-mentioned terms and conditions and I will join duty on \_\_\_\_\_

Signature :

Date :

### Annexure - Emoluments & Benefits

**Name:** Yuvaraj Jadhav

**Designation:** Test Engineer I

**Location:** Bangalore

**WEF:** 17-July-19

**Grade:**

**T7B**

**Job Category:**

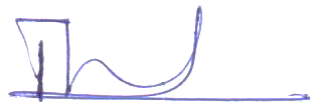
**Technical**

#### Cost to Company In Indian Rupees Per Month

#### Per Annum

Salary	Per Month	Per Annum
Basic	10000	120000
HRA @ 50% of Basic	5000	60000
Conveyance allowance	1600	19200
Medical Allowance	1250	15000
Flexible Benefit Plan	5950	71400
<b>Total (A)</b>	<b>23800</b>	<b>285600</b>
Company Contribution (B)		
Provident Fund @ 12%	1200	14400
<b>Total (B)</b>	<b>25000</b>	<b>300000</b>
Gratuity *	481	5772
Health & Personal Accident Insurance *	500	6000
Statutory Bonus *	1400	16800
Leave Benefits *	666	8000
<b>Total Emoluments (A + B + C)</b>	<b>28047</b>	<b>336564</b>

**FOR TESSOLVE SEMICONDUCTOR PVT LTD**



**Thirumalesh Babu**

**Director - HR & Operations**

#### Other Benefits

##### 1) Medical Reimbursement:

This reimbursement will be provided on a monthly basis and bills need to be submitted to avail tax exemption at the end of the financial year

2) (\*) as per prevailing company policy

3) From total A Component, employee contribution of PF, Professional Tax and Income Tax, as applicable, will be deducted.

### Non-disclosure and Non-compete Agreement

This Non-disclosure and Non-compete agreement is made effective as of 17<sup>th</sup> June 2019 by and between M/s. Tessolve Semiconductor Pvt. Ltd. ("The Company") and Yuvaraj Jadhav ("The Employee").

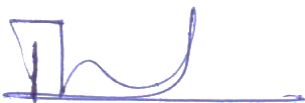
The Employee and the Company has entered into an agreement providing for the Company's Employment of Employee (the "Employment Agreement") and deem it in their respective interests to enter into an agreement providing the obligation of non-disclosure and non-compete for the Employee.

In consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows.

At all times while this agreement is in force and after its expiration or termination, the Employee agrees to use his / her best efforts to abide by the non-disclosure and non-compete terms of this agreement mentioned below.

- a) The Employee agrees to refrain from disclosing the Company's customer lists, patents, trademarks, trade secrets, or other confidential material, and to take reasonable security measures to prevent accidental disclosure and industrial espionage.
- b) In case of separation from the Company, the Employee agrees to not join the same customer or customer's customer (for the projects handled within last one year), either directly as an employee/contractor or through another organization, at least for a period of six months after separation from the Company.
- c) In case of separation from the Company, the Employee agrees to not use the research done in the course of work done for the Company, at least for a period of six months after separation from the Company.
- d) In case of violation of any of the above are proven or admitted, the Employee agrees to pay a sum of Rupees two lakhs as liquidated damages to the Company, and will also be liable for further prosecution by the Company.

IN WITNESS WHEREOF, M/s. Tessolve Semiconductor Pvt. Ltd. and the Employee have signed this agreement.



[For M/s. Tessolve Semiconductor Pvt. Ltd.]

Date:

Yuvaraj Jadhav

Date: