



October 08, 2021

To,

Deepa mallappa Naik
1037, Himyakeshi Nagar,
Kochuri Hukeeri, Belgaum
Karnataka - 591340

Dear Deepa mallappa Naik,

We are pleased to extend an offer of employment to join **Prodapt Solutions Private Limited**, herein referred as Prodapt, as **Associate Software Engineer** at our offices in Bangalore, India.

As previously discussed with you during the interview process, this position is primarily for your employment in India, and both domestic and international travel may be expected from you. Your initial place of employment will be Bangalore.

We would like you to start work on or about **October 11, 2021** or earlier, if at all possible, and your employment conditions are as follows:

1. Salary: Your starting salary and allowances will be at the rate of **INR 350000** per annum, as identified in Schedule A;
2. This offer is valid for a period of five (5) days from the date of this letter within which period of time you must accept the same, in writing. **This offer is also conditional upon receipt of the documents listed below no later than the day your employment with the company commences.**

Please note that you must present the original documents for verification purposes:

- a. Signed copy of the hiring letter and Employment Agreement
- b. Permanent Account Number (PAN) card or copy of PAN application
- c. Relieving certificate from your former employer
- d. Duly attested copy of birth certificate/school leaving certificate for verification of personal data OR duly attested photocopy of the relevant pages of your passport evidencing details such as date of birth, place of residence, photograph, etc.
- e. Duly attested copies of academic and professional certificates
- f. Eight (8) recent passport sized photographs
- g. Last pay slip drawn or compensation page from last employer
- h. Photocopies of passport



You must present a PAN card or a copy of PAN application in order to commence employment with Prodapt

Your acceptance of this letter requires that you begin employment within 3 days of acceptance. If for whatever reason you are unable to join within 3 days, you must contact the undersigned immediately to arrive at a mutually convenient date. Failure to accept the offer or failure to report to work in the stated or agreed timeline with the required documentation, as listed in item 2 above, will result in an automatic withdrawal of this offer and employment cannot commence unless changes to stated timeline are specifically approved by the undersigned.

Your employment is subject to the company rules, policies and regulations, which may be amended from time to time, at the sole discretion of Prodapt Solutions.

Prodapt's standard working week is 45 hours and will generally be between the hours of 9:15 am to 6:15 pm Monday to Friday, including 1 hour for lunch. As a professional, you will be expected to work the hours per week necessary for the successful conclusion of your assigned tasks and to meet all required deadlines.

Your individual compensation package is confidential between you and the company and should not be disclosed to any person or entity without the prior written consent of Prodapt.

Information relating to company secrets, inventions, Intellectual Capital, ideas, etc., is confidential and will be protected by you to safeguard Prodapt's business interests.

Your employment is conditional to your signing the detailed employment agreement that is attached with this offer letter. This consists of: Protection of company confidential information; non-compete and non-solicitation conditions; general terms and conditions relating to employment.

Any falsification of information you provide in your job application, or concealment of material facts, or disclosure of your employment terms to other employees either directly or indirectly shall result in immediate termination of your services.

Prodapt has the right to transfer your employment or services to any affiliate, group entity or any lawful transferee/assignee of Prodapt's business, subject to compliance with applicable laws.


Please notify Prodapt of your acceptance of the terms and conditions of this offer of employment as stated in the offer letter and employment agreement via email to your recruiter and the HR Team at dl-oba@prodapt.com.



On your first day of employment with us, you should also bring a signed copy of this letter and the employment agreement with you.

Prodapt is a rapidly growing organization and we seek to attract and retain the most talented professionals whose contributions will make a significant difference in our success. We look forward to working with you.

Yours sincerely,

DocuSigned by:

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Pradeep Jumani (e-sign)
Assistant Vice President - Human Resources

For and on behalf of Prodapt Solutions Pvt Limited

I accept the offer of employment at Prodapt Solutions Private Ltd. on the terms and conditions described above.

Signature: _____ Date: _____

My proposed start date will be on: _____

Schedule A – Salary & Allowances

Employee's Name	Deepa mallappa Naik	
Position	Associate Software Engineer	
Grade	P1B	
Components	Annualized Value	Monthly Value
"A" Fixed		
Basic Pay	140,000	11,667
House Rent Allowance	70,000	5,833
"A" Sub-total - Fixed	210,000	17,500
"B" Flexible		
Special Allowance	82,464	6,872
"B" Sub-total Flexible	82,464	6,872
"C" Retiral Benefits		
Provident Fund	21,600	1,800
Gratuity	6,734	561
"C" Sub-total - Retiral Benefits	28,334	2,361
"D" Bonus		
Bonus*	22,702	1,892
"D" Sub-total - Bonus	22,702	1,892
"E" Annual Component		
Health Insurance	6,500	542
"E" Sub-total – Annual Component	6,500	542
Total Cost to Company: Total (A+B+C+D+E)	350,000	29,167

Note:

Special Allowance is a flexible component. Employee can reduce the special allowance to avail the tax benefit and get it as a re-imbursement for Expenses by producing the bills such as Telephone and Car Maintenance. Medical Insurance coverage will be eligible for your parents, spouse & two children.

Re-imbursement amount can be fixed with Finance Department.

No need to Produce bills for Lunch Coupons.



EMPLOYMENT AGREEMENT

AGREEMENT made this **October 08, 2021**, between, **Deepa mallappa Naik**, a citizen of India having place of residence in **Karnataka** ("Employee") and Prodapt Solutions Private Limited, a company incorporated in India ("Prodapt").

In consideration of Employee's employment or continued employment by Prodapt, Employee's wages or salary and other benefits in compensation of Employee's services, and the other mutual covenants and agreements contained herein, and in lieu of any prior agreement or correspondence, the Employee and Prodapt agree as follows:

1. Employment

Employee agrees to use his best efforts and abilities to promote the interests of Prodapt. Subject to the terms and conditions of this agreement, Prodapt hereby agrees to employ Employee as further defined in this agreement. Except as provided in this agreement, Prodapt agrees to pay Employee's salary, at the rate agreed to from time to time, and to confer upon Employee PRODAPT's standard agreement.

PRODAPT has the right to transfer the employment or services of the Employee to any affiliate or group entity or any lawful transferee/assignee of PRODAPT's business, subject to compliance with applicable laws. However, the Employee does not have any right to seek employment in any affiliate or group entity of PRODAPT, on any ground whatsoever.

The Employee shall be entitled to such number and dates of mandatory holidays as are prescribed by PRODAPT from time to time.

2. Probation Period:

Employee will be on probation for Six months, at the end of the probation period, Unless and until the organization comes back with an extension of the probation, Your services will be deemed to be confirmed. Also, during the probation period the company will be entitled to discontinue your services with immediate effect in case your performance is not found satisfactory.

3. Inventions

As used herein, "Inventions" means discoveries, improvements and ideas (whether or not shown or described in writing or reduced to practice) and works of authorship, whether or not patentable or copyrightable or otherwise protectable under any law in India or in any other country, or in respect of which PRODAPT enjoys, is entitled to enjoy or may enjoy rights, and which is registered or unregistered, (i) which relate directly to the business of PRODAPT or any other group or affiliate companies, (ii) which relate to the PRODAPT's actual or demonstrably anticipated research or development. This section does not apply to any invention developed by Employee prior to Employee's employment by PRODAPT, provided that such invention is listed and described in an exhibit attached to and made part of this agreement.

With respect to inventions made, authored or conceived by Employee, either solely or jointly with others, during Employee's employment, whether or not during normal working hours and whether or not at PRODAPT's premises, Employee acknowledges and agrees that the present agreement being a contract for service the Company owns all copyright and other rights thereto. Employee further agrees that it will (i) keep accurate, complete and timely records of such inventions, which records shall be PRODAPT's property and be retained on PRODAPT's premises; (ii) promptly and fully disclose and describe such inventions in writing to PRODAPT;



(iii) assign, and does hereby assign, copyrights, and applications therefore with respect to such inventions; and (iv) acknowledge and deliver promptly to PRODAPT (without charge to PRODAPT but at the expense of PRODAPT) such written instruments and so such other acts as may be necessary in the opinion of PRODAPT to obtain and preserve such property rights and to vest the entire right and title thereto in PRODAPT.

Employee will cooperate with PRODAPT in the execution of any documents which affect the assignment/transfer of inventions or rights thereto which may be required by PRODAPT clients or other third party, provided that such requirement is no broader than the requirements of Section 2 above.

4. Confidential Information

During the term of Employee's employment by PRODAPT and any time thereafter, except in the course of performing Employee's employment duties for PRODAPT, the Employee will not use, disclose, reveal or report any confidential information of PRODAPT's past or current clients, or of other parties which have disclosed confidential or proprietary information to PRODAPT. As used herein, "confidential information" means information not generally known that is proprietary to PRODAPT, its clients or other parties, including but not limited to information about any clients, prospective clients, sales proposals, employees, processes, operations, products, services, organization, research, development, accounting, marketing, applications, selling, servicing, finance, business systems, computer systems, software systems and techniques. All information disclosed to Employee, or to which Employee obtains access, whether originated by Employee or by others, which Employee has reasonable basis to believe to be confidential information, or which is treated by PRODAPT or its clients or other parties as being confidential information, shall be presumed to be confidential information.

Employee will cooperate with PRODAPT in the execution of any personal confidentiality agreement, which may be required by a PRODAPT client or other third party, provided that such agreement is no broader in its provisions to the requirements of Section 3 above.

5. No Solicitation; Prohibition on Transacting Business

As a material consideration for Company's entering into this Agreement, you agree that while you are employed by Company, and for a period of two years commencing on the termination of your employment for any reason whatsoever (or for no reason), neither you nor any person or entity controlled by you shall, directly or indirectly,

- a) solicit or aid in the solicitation for employment or the provision of services (including but not limited to as an agent, contractor or consultant) any person employed by, or serving as an agent, contractor or consultant to, Company or its successors or assigns including, without limitation, individuals employed or serving as technicians, sales employees or in administration or management;
- b) solicit or aid in the solicitation of any Customer of Company with whom you worked or had regular contact, or on whose account you worked at any time during the two years preceding the your termination;
- c) solicit or aid in the solicitation of any individual or entity which you know or has reason to know was a Customer Prospect or Customer Suspect during the two years preceding the your termination; or



d) transact business with a Customer either on your own behalf or on behalf of another person or entity other than the Company.

6. Background Verification:

The Company reserves the right to conduct a background check of its employees, and your employment maybe conditioned on satisfactory results. The Employee hereby consents to the conducting of a background check by Company and/or Company's agents, customer and/or client to the full extent permitted by law during the term of employment. Such a background check may include, but shall not be limited to educational qualifications, previous employment records, contacting past employers, criminal records and conducting an identity check criminal record check, drug and/or alcohol screening, etc.

Employment under this Agreement is conditioned upon satisfactory verification of the above mentioned background checks.

The Employee agrees not to hold Company and/or its agent(s), customer(s) and/or client(s) liable for any claims in connection with such checking or testing or the reporting of the results thereof to Company.

7. Return of PRODAPT Property

Upon termination of employment, the Employee shall return to PRODAPT all copies of any confidential information (whether in paper, electronic or any other form) and all hardware, software, books, documentation, files, keys, keycards, company credit cards, mobile phones, visiting cards, records, lists and any other information or property owned by PRODAPT within Employee's possession or control, including copies thereof.

8. Injunctive Relief

In the event of a breach or threatened breach of Sections 2, 3, 4 or 5 by Employee, PRODAPT shall be entitled, without posting of a bond, to an injunction restraining such breach, an accounting and repayment of profits, compensation, commission, remuneration or other benefits that Employee, directly or indirectly, may realize as a result of such violation and to reimbursement of any attorney's fees and costs incurred by PRODAPT as a result of such breach. Nothing herein shall be construed as prohibiting PRODAPT from pursuing any other statutory or common law remedy available to it for such breach.

9. Term

- 8.1 Employment under this agreement may be terminable by PRODAPT with a minimum of 90 days prior notice to Employee.
- 8.2 Employment under this agreement may be terminable by Employee with a minimum of 90 days prior notice to PRODAPT. This is also applicable for employees under probation.
- 8.3 For purposes of this agreement, cause means criminal activity, dishonesty, negligence, or breach of the Employee's fiduciary duties to PRODAPT, breach or non-observance of the terms of this agreement or failure to perform duties to the standards laid down by PRODAPT.



- 8.4 Absence of a continuous period of three (3) days without prior approval of your superior, including overstay of the leave/training, would be treated as abandonment of service.

Sections 2 through 8 of this agreement shall survive termination of employment.

10. General Provisions

This agreement may be assigned by PRODAPT and shall inure to the benefit of PRODAPT's successors and assigns. If any term, provision, covenant or agreement hereof is held by a court to be invalid, void or unenforceable, the remainder of the terms hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This agreement shall be governed by and construed in accordance with the laws of India and in the event of any dispute or difference, the courts at Chennai shall have exclusive jurisdiction. This agreement contains the entire contract between the parties. All prior agreements between the parties regarding such matters or Employee's employment are superseded hereby and terminated.

In witness whereof, the undersigned have executed this agreement as of

EMPLOYEE:

Signature: _____

For PRODAPT:

Signature:  _____
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Pradeep Jumani (e-sign)
Assistant Vice President - Human Resources
For and on behalf of Prodapt Solutions Pvt Limited