



## Third Eye Data Analytics Services India Private Limited

19/06/2023  
Swapna Jirale  
House No.3661,  
At:vadagol, post:Malikwad,  
Dist:Belgaum sub-dist:Chikodi,  
Karnataka, PIN: 591244  
swapnajirale01@gmail.com  
7619139428

Dear Swapna,

Congratulations! Further to the recent discussions that we have had with you, we are pleased to invite you to join Third Eye Data Analytics Services India Private Limited for the profile of Jr Data Engineer.

We would like to thank you for your decision to join the company. You are requested to join us from 26/06/2023. In this assignment, you will be posted at Hubli.

The details of your compensation and benefits package along with the terms and conditions of employment applicable from the date of your joining are attached herewith in Annexure I, II & III. On the date of joining, you would be required to submit the documents listed in Annexure IV. Please note that the submission of all listed documents is essential for the validity of your appointment in the Organization.

As confirmation of your acceptance, please sign the duplicate copy of this Offer and Appointment Letter and the Annexure documents and submit the same.

Welcome to Third Eye! We look forward to a mutually fruitful association.

**Authorized Signatory**

**for Third Eye Data Analytics Services India Private Limited**

Name: Debjyoti Das

Signature & Date: *Debjyoti Das*

Title: Founder & CEO



## Third Eye Data Analytics Services India Private Limited

### ANNEXURE I COMPENSATION PLAN

<b>Name</b>	Swapna Jirale	<b>Emp Code</b>	TBD
<b>Designation</b>	Jr. Data Engineer	<b>DOJ</b>	6/26/2023
<b>Band</b>	H1	<b>Location</b>	Hubli
<b>Monthly Components (In INR)</b>			
Basic Salary			13,000
House Rent Allowance			6,500
Flexi Benefit			1,625
Provident Fund (Employee Share, paid directly to Govt)			1,560
Provident Fund (Employer Share, paid directly to Govt)			1,560
Special Allowance			18,255
<b>Total Monthly (A)</b>			<b>42,500</b>
<b>Total Monthly Annualized (B)</b>			<b>510,000</b>
<b>Yearly Components (In INR)</b>			
Bonus (Maximum - based on achievement) (Refer Note Below)			40,000
Gratuity (as per Act)			-
<b>Total Annual (C)</b>			<b>40,000</b>
<b>Cost to Company (CTC) (B+C)</b>			<b>550,000</b>
<b>Flexi Benefit Includes</b>			
Medical Reimbursement			-
Telephone Reimbursement			-
Leave Travel Assistance (Max 25,000)			19,500
<b>Total</b>			<b>19,500</b>

\*To Be Decided

#### Note:

Apart from the above you are entitled to receive a joining bonus of INR 50,000, in two equal parts, after completing the first three and six months respectively.

Employees drawing Basic exceeding Rs. 15,000/- at the time of joining the company, can opt for PF in writing on maximum Rs. 15,000/-.

*Signature*



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In addition to the above, after being absorbed as a full-time employee, you would also be eligible for the following benefits:

- Medical Insurance for Rs. 5,00,000/- under company group insurance provided to all employees.
- Annual Holidays Benefits are as follows:
  - Personal Leave - 24 days
  - Sick Leave - 6 days
- Annual Bonuses as per Your Performance
- Ability to Transfer to any of our India offices - Kolkata, Bangalore, or Hubli
- Opportunity to Immigrate to Canada, after two years of service
- Credit for Training and Certifications
- Dinner Gift Coupons on Birthdays
- A generous Referral Bonus
- Free Yoga Classes
- Payments for Car or Motorcycle Parking, as needed

ThirdEye Employee Handbook provided to you will have all details of the above-mentioned benefits.



## Third Eye Data Analytics Services India Private Limited

### ANNEXURE II

#### GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of your employment for the position of **Jr Data Engineer** at the company (herein referred to as “Third Eye” or “Company”) and is a legally binding document. These are to be read in conjunction with the Offer & Appointment Letter as attached.

- **Location**

Your present place of work will be as mentioned in the Offer and Appointment Letter. However, during the course of the service, you shall be liable to be posted/transferred at any associate/affiliate/sister concern to serve any of the establishments under the company in India or abroad, at the sole discretion of the Management. For the purposes of this section, it is not relevant whether such an establishment came into existence prior to or subsequent to your appointment.

- **Commencement of Employment**

Your period of continuous employment with the company will commence from the date of your joining subject to fulfillment of the other conditions as mentioned on this employment contract.

- **Medical Checkup**

This offer is subject to you being medically fit at the time of your joining.

- **Working Hours**

You will be governed by the normal working hours as existing in the company. The same would be subject to change from time to time.

- **Retirement**

You will retire from service on attaining superannuation at the age of 58 years.

- **Probation**

You shall be on probation for a period of **3 (three) months** from the date of your appointment. Your case for permanent absorption in the employment of Third Eye shall be considered on your satisfactorily completing the probationary period.

If during, or on the expiry of, the probation period the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would



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be liable to be terminated, at any time, without assigning any reason and without any liability. You can also leave the company without serving any notice period during the probation period.

- **Notice Period/ Separation:**

Your employment can be terminated either by the company without giving any notice period or by you by giving the company **Two months**' advance notice in writing. If at your request, the company agrees to relieve you before serving the full notice period, you will be liable to pay the company 'Basic' component of the salary for the balance notice period along with other amounts payable by you to the company, if any. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. However, please note that accepting any such early relieving request would be entirely at the discretion of the company.

On termination of your employment for any reason, you shall comply with the company's termination procedures, sign all documents and return all company's property. The company will not be bound to pay the dues if any, till you have completed all the separation procedures.

- **Termination**

If at any time in the opinion of the Management, which is final in this matter, you are found to be a non-performer or guilty of dishonesty, disorderly behavior, negligence, indiscipline, absence from duty without permission, or any other conduct considered by the Management different to our interest or in violation of one or more terms of this letter, your services may be terminated forthwith without notice.

- **Agreements**

You may be required to sign necessary, relevant agreements with the company and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the company, as the company may decide from time to time, in order to secure the interests of the company and also to ensure your performance and adherence to all terms, conditions, rules, and regulations of the company.

- **Non-Disclosure & Non-Solicitation**

Your employment will be governed under the Non-Disclosure and Non-Solicitation terms and conditions as set forth in Annexure III.



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- **Background and Reference Check**

The company may undertake the process of checking the background of employees in terms of education, previous employment(s), claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. For the avoidance of doubt, your signature in this Agreement constitutes your express authorization for the company (or the appointed third party) to conduct a background investigation on your credentials.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. Please note that this offer of employment is subject to the submission of authentic documents supporting your educational qualification and employment history and you clearing our background verification check (BGV) process. Any misrepresentation in this regard or your failure to clear the BGV process or any adverse finding at a later date shall give rise to the withdrawal of this offer of employment and would entitle the company to terminate your employment forthwith and without notice.

The company may also undertake a reference check through at least two professional references submitted during the process of selection.

- **Mobility:**

The company may require you to perform duties and undertake assignments for the company in any part of India or abroad, whether at the company's premises or that of its partners/associates. You are also liable to be transferred to any office or branch of the company anywhere in India or abroad. During deputation to any customer/client's premises, you shall abide by the terms and conditions pertaining to such premises and Country.

- **Deputation/ Transfer:**

The company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

- **Medical Insurance:**

You shall be eligible for medical insurance of INR 5,00,000/-. This medical insurance coverage is for you and your family members.

- **Other Benefits**



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You shall be eligible for other benefits related to leaves, perquisites, etc. in accordance with the prevailing terms of employment in the company. Notwithstanding the above, the company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

- **Correctness of the Details Furnished**

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the company shall stand terminated/canceled without any notice.

- **Changes to the terms & conditions:**

The company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the company changes any of the terms and conditions of your employment it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the company shall be final and binding on you.

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### ANNEXURE III

#### NON-DISCLOSURE & NON-SOLICITATION

I recognize that during the course of my Internship &/or employment with **Third Eye Data Analytics Services India Private Limited** ('the Company') I may have access to confidential and/or propriety information (as hereinafter defined) belonging either to the Company or its customers, clients business partners, employees or independent contractors. I further acknowledge that during my Internship & employment I may create or develop additional confidential and /or propriety information while performing my duties for the Company or its customers.

As part of my consideration for my Internship &/or employment, I agree as follows:

**A. Definition. As used in this agreement, the following terms have the following meanings:**

- 1) **"Employee"** means any individual whether employed directly or indirectly by the Company, including any independent contractors, subcontractors, or any individual who is employed by a third party that contracts with the Company to provide services and /or labor.
- 2) **"Customer' or Client"** means any person or entity whether a corporation, partnership limited liability Company for whom the company provides services to, whether directly or indirectly, and includes both any intermediary provider and /or end customer.
- 3) **"Inventions"** means all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, technology, know-how, negative know-how, data research, techniques, and technical data (whether or not patentable or registrable under patent, copyright or similar statutes and including all rights to obtain, register perfect and enforce those proprietary interests) that are related to or useful in the Company's presents or future business or the Company's customers ' present or future business or result from the use of property owned, leased or contracted for by the Company. "Inventions" shall also include anything that derives actual or potential economic value from not being generally known to the public pr to other persons who can obtain economic value from its disclosure or use.





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4) **“Proprietary Information”** means information

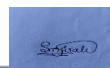
- a. that is not known by actual or potential competitors of the Company or is generally unavailable to the public.
- b. that has been created, discovered, developed or otherwise become known to the Company or in which property rights have been assigned or otherwise conveyed to the Company and
- c. that derives economic value or potential economic value to the Company's or Company's customers' present or future business.' Proprietary Information" shall include trade secrets belonging to the Company or its customers, clients business partners, employees or independent contractors, and includes such information as may be related to these parties'
- d. services, products, customers, business methods, strategies, pricing, billing, financial data, costs, personnel information (including, but not limited to names, educational background, work experience, salary requirements, supplier contracts, customers contracts, technology, software, computer programs and other documentation, computer systems, Inventions, developments, trade secrets of every kind or character, information designated by any of these parties as being proprietary or confidential and all other information that might reasonably be deemed confidential.

**B. Duty of Trust and Confidentiality:** My Internship &/or employment creates in me a duty of trust and confidentiality to the Company's customers with respect to the Proprietary Information, Inventions, or any other information:

- 1) related, applicable, or useful to the Company's business or the Company's customers' business including the Company's and the Company's customers' anticipated research and development: or
- 2) resulting from any tasks assigned to me by the Company's customers' or
- 3) resulting from the use of the equipment, supplies, or facilities owned, leased, or contracted for by the Company or Company's customers': or
- 4) related, applicable, or useful to the Company's business or the Company's customers or clients, which may be made known to me by the Company or by such client or the customer or learned by me during my employment.

**C. Continuing Obligation of Nondisclosure:** At all times, both during my Internship &/or employment and after cessation of my internship &/or employment, whether the cessation is voluntary or involuntary:

- 1) I shall keep in strictest confidence and trust all Proprietary Information: and





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- 2) I shall not disclose, use, Induce or assist in the use or disclosure of any Proprietary Information or rights without the Company's prior express written consent, except as may be necessary for the ordinary course of performing my duties as an employee of the Company.
- 3) At all time during my Internship &/or employment, I shall promptly advise the Company of any knowledge that I may have of any unauthorized release or the use of the Company's Proprietary Information and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any Proprietary Information.
- 4) I will not at any time during my Internship &/or employment with the Company or thereafter for myself or any other company divulge the name or address or any other information concerning the Company's accounts, clients, customers, business patrons, or technical, temporary or staff.

### **D. Confidential and Proprietary Information of the Company's Customers and Clients:**

The Company has received and in the future will receive from its Customers and clients Proprietary Information subject to the Company's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I owe the Company and the Company's Customers and clients during my internship &/or employment and continuing thereafter a duty to hold all such confidential or proprietary information in the strictest confidence, and I shall not disclose, use, or induce or assist in the use or disclosure of any such confidential or Proprietary Information without the Company's prior express written consent, except as may be necessary in the ordinary course of performing my duties as an intern/employee of the Company, consistent with the Company's agreement with its customers and /or clients.

### **E. Assignment of the Proprietary Information and Inventions:**

- 1) All Proprietary Information and Inventions shall be the sole property of the Company or Company's customers and their assigns, and the Company and /or the Customers and their assigns shall be the sole owner of all rights.
- 2) I assign to the Company all the rights that I may have acquired and any other rights I may have pertaining to the Proprietary Information or Inventions.

### **F. Conflicting Employment: Business Opportunities.** During the period of my employment:

- 1) I shall not directly or indirectly engage in any employment, occupation, consulting, or other business activity which the Company shall determine in good faith to be in competition with the Company or to interfere with my duties as an employee of the Company; and



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- 2) I shall not engage in any business enterprise that would be in competition with the Company, and
- 3) I shall promptly disclose to the Company's appropriate corporate officers or directors all business opportunities that are (i) presented to me in my capacity as an officer or employee of the Company, and (ii) of a similar nature to type of business the Company currently engages in or has expressed an interest in engaging in the future; and
- 4) I shall not usurp or take advantage of any competing business opportunities without offering such opportunity to the Company.

### G. Non-Solicitation of Employees:

I agree that for the period of my internship &/or employment with the Company and for two (2) years after the date of termination for any reason of my internship &/or employment with the Company, I will not, directly or indirectly, (i) solicit, hire, recruit, encourage, or induce (or assist or encourage any third party to solicit, hire, recruit, encourage, or induce) any employee or independent contractor of the Company to leave the employ of or to cease to perform services for the Company or to work for any person or entity that is in competition with the Company, or (ii) call on, solicit or attempt to interfere in any way with the Company's relationship with any client or customer of the Company on whom I called or with whom I became acquainted during my employment with the Company, either for myself or for any other person or entity. I acknowledge that any activity in derogation of these provisions would constitute unfair competition in which I agree I will not engage.

### H. Additional Activities.

- 1) **Unfair Competition;** In addition, after the termination of my internship &/or employment for any reason, I hereby acknowledge that my covenants under Sections 1, 2, and 3 of this Agreement shall expressly survive such termination and that any use or disclosure of such Proprietary Information and/or Company Inventions for the benefit of any person or entity other than the Company would result in unfair competition against the Company. I agree that I will not engage in such unfair competition.
- 2) **Unfair Competition; Unauthorized Use of Specific Information After internship &/or Employment Terminates.** Without limiting anything set forth in this Agreement, to the extent consistent with law, I hereby acknowledge that, if I were to become directly or indirectly engaged in or with any business, whether as an employee or otherwise, that involves the provision of professional data processing services, other than for the benefit of the Company, at any time within two (2) years after the date of termination for any reason of my employment with the Company, I would necessarily use and/or disclose Proprietary Information and/or Company Inventions, whether unintentionally



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or otherwise. Any such unauthorized use or disclosure would constitute unfair competition, in which I agree I will not engage.

### I. Returning the Company Documents and Other Tangible items:

On completion/termination of my internship/employment for whatever reasons, whether with or without cause, I shall not take or allow a third party to take and I shall deliver to the Company, all original copies and all reproductions of Proprietary, information, including devices, records, sketches, reports, notebooks, proposals, lists correspondence, equipment, documents, computer diskettes, photographs, negatives undeveloped film, notes, drawings, specifications, tape recordings or other electronic recordings, programs, data or other material or property of any nature belonging to the Company or pertaining to my work with the Company or its customers. I recognize and acknowledge that the unauthorized taking of any Proprietary information from either the Company or its customers and /or clients may be a crime under the Indian Penal Code or any other law in force.

### J. Termination of Employment:

The terms and condition of this Agreement shall continue to apply to any period after termination of my Internship &/or employment, for whatever reasons, and to any period during which I perform services for the Company as an Intern, employee, consultant or independent contractor.

### K. Notification to New Employer:

If I leave the employ of the Company, I consent to the Company's notification to any new employer of my rights and obligation under this Agreement.

### L. Representation and Warranties:

I represent and warrant that:

1. My performance of all the terms of this Agreement and as an intern &/or employee of the Company does not and will not breach any agreement to keep in confidence or in trust prior to my employment. I have not and shall not enter into any agreement, either written or oral, in conflict with this Agreement.
2. I have not brought and will not bring to the Company, or in my employment any materials or documents of a former employer that are not generally available to the public unless I first obtain express written authorization from any such former employer for their possession and use.

### M. Choice of Law and Forum Selection:

This Agreement shall in all respects be governed by and construed in accordance with Indian laws, including all matters of construction, validity, and performance. I agree that

*S. Sengupta*



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any claim dispute or controversy arising out of or relating to this Agreement, or the alleged breach or termination thereof must be brought in the jurisdiction of Kolkata, West Bengal.

### N. Legal and Equitable Remedies:

I agree that my breach or threatened breach of any provision of this Agreement could cause irreparable damage to the Company that could not reasonably or adequately be compensated in damages in an action at law. Accordingly, I hereby agree that, in addition to any other available remedies in equity or at law, the Company shall be entitled to an appropriate injunctive or equitable remedy (together with reasonable attorneys' fees, costs, and disbursements) for the purpose of restraining me from any actual or threatened breach of or otherwise enforcing the terms of this Agreement, without the necessity of proving damages or posting any bond or other security. Each and every remedy that the Company may have for my breach of this Agreement shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity, by statute or otherwise.

### O. Enforceability and Severability:

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal or, unenforceable, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in force and effect and enforceable in accordance with its terms.

### P. Amendment and Modification:

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by the Director of the Company.

### Q. Entire Agreement:

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understanding or agreement of the parties. No party has been induced to enter into this Agreement by, or is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

### R. Successors and Assigns:

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, executors assigns, and administrators.



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S. This agreement is severable so that a judicial finding that a portion of this agreement is unenforceable, for any reason, shall not affect the enforceability of the remainder of this agreement.

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## Third Eye Data Analytics Services India Private Limited

### ANNEXURE IV

Below are the lists of documents that we request you to bring along with you on the date of joining to facilitate joining and appointment process at the company:

#	Particulars
1	Copy of your updated Resume
2	Date of Birth Certificate
3	Copy of full set of Offer and Appointment Letter, self-attested on all pages
4	Professional / Educational Certificates and Mark Sheets towards: 10 <sup>th</sup> standard or equivalent examination 12 <sup>th</sup> standard or equivalent examination Graduation Post-graduation / Doctorate Other relevant educational or skill certifications
5	Copy of PAN Card or Acknowledgement Slip of Form 49, if applied for PAN No.
6	Passport - all non-blank pages
7	Permanent and current Residential Address proof (Ration Card / Voter ID Card / License Copy etc.)
8	Three COLOR PHOTOGRAPHS with WHITE BACKGROUND (Name and blood group to be mentioned at the back of each photograph)
9	Previous Employer(s) PF Account No. and Pension Account No. with complete address of PF Trust (In case new joiner wishes to Transfer his/her PF)
10	New Joiner's family (Parents, Spouse, Children) details, including their DOB
11	Bank Account No. for salary credit
12	Experience Letter (s) from all your PAST employers including details of period of employment, if applicable
13	Latest Pay-slip / Salary Certificate from the last two employers, if applicable
14	Resignation/ Relieving letter of last 2 employers, If applicable

You are kindly requested to bring the original certificate / mark sheets / documents for all the above listed items, for verification at the time of joining.

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## Third Eye Data Analytics Services India Private Limited

I HAVE READ ALL OF THIS AGREEMENT AND UNDERSTAND AND ACCEPT THE OBLIGATION WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATION HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

**Dated:**

**Signature:**

**Name:**



# TAP Academy CSR Activity



## CSR Final Selects

College Name:

Date: 01/03/2023

Total Strength:

Shortlisted: 11

## Final Selects

SL	NAME	BRANCH	EMAIL ID	CONTACT NUMBER
1	Prajakta. P. Burli	CSE	prajakta.burli@gmail.com	7619283110
2	Anket. Chougala	ECE	anket.chougala24@gmail.com	8088203313
3	Kallappa. Chikodi	ECE	kallappachikodi2001@gmail.com	7619154326
4	Pranav. Gaddi	CSE	pranavgaddi5@gmail.com	8861909177
5	Nivedita. L. Udapudi	CSE	niveditlu3327@gmail.com	8073723423
6	Sneha. Hirekodi	CSE	snehahirekodi@gmail.com	9606783195
7	Priyanka. Kurbet	CSE	priyankakurbet775@gmail.com	8050474071
8	Seema. Tugadalli	CSE	33944624@gmail.com	9663234355
9	Sneha V. Ganachari	ECE	SnehaVganachari2001@gmail.com	7996010238
10	Swapna. M. Tirale	ECE	swapnatirale01@gmail.com	7619139428
11	Niyaj. Kumanali	CSE	niyajkumali.niyajkumali@gmail.com	8217097121
12				
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16				
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20				

TAP Academy Authorised Name:

Sufiyen

Signature

College Authorised Name:

Prof. P.V. Patil

Signature

(TPO HSIT)

1/3/23