PRIVATE AND CONFIDENTIAL

Date of issue

Full name

Address of employee

OFFER LETTER

Dear Mr/Ms. XYZ

We are pleased to make an offer of employment to you as with (Name of company)

based on the following terms and conditions.

(Designation)

("Company")

- 1. Your employment commencement date will be (DATE)
- 2. You will be paid an annual gross salary of as detailed in the annexure.
- 3. Tax on salaries, bonuses and other benefits are to your own account. However, tax due as per the Income Tax Act and Rules will be recovered and remitted by the Company to the appropriate authorities.
- 4. You will be covered under the provisions of the Provident Fund Act, 1952, 12% of your Basic pay will be deducted from your salary each month as your contribution.
- You will be covered under the Company Personal Accident Insurance policy and Company Mediclaim / Hospitalization policy, as applicable.
- 6. You will be eligible for leave as per the prevailing company policy.
- 7. Salaries are reviewed annually. The review of your salary and your career advancement will depend upon your performance and merit and will be as decided by the Company Management at its discretion.
- 8. Your initial posting will be at (venue) However, you may be required to serve in any of the Company's offices in India as and when required by the company.

- 9. Office hours are from 9.00 a.m. to 6.00 p.m., from Monday through Friday, with half an hour for lunch each day. If circumstances warrant, you may be required to work outside normal working hours and during holidays. You will not be eligible for overtime or other additional payments, except as provided in companies policies.
- 10. You will be on probation for a period of six months and during this period both of the parties are entitled to terminate this arrangement by given 30 days written notice. In the event of gross misconduct, as outlined in the Company's Code-of-Conduct Policy applicable to you, the Company reserves the right to terminate your employment without notice or pay in lieu of notice.
- 11. You and the Company agree that this employment agreement is governed by the laws of the Republic of India and the appropriate court in Bangalore.

12. Confidential Information and Restriction of Competition

- a) You hereby acknowledge that the trade secrets and confidential information developed and acquired by the Company and its affiliates are among their most valuable assets, and the value of such information may be destroyed by unauthorized dissemination. All trade secrets or confidential information imparted or learned by you in the course of your employment with the Company or any of its affiliates shall not be disclosed by you to anyone outside the employment of the Company and its affiliates unless such information has been generally available to the public or express written authorization to disclose such information has been received from the Company or its affiliates. You acknowledge that your employment hereunder will place you in a position of utmost confidence and that you will have access to confidential information concerning the operation of the business of the Company or its affiliates, including but not limited to service methods, developments, know-how, costs, prices and pricing methods, sources of supply and customer names and relations. All such information is in the nature of trade secrets and is the exclusive property of the Company and its affiliates and shall be deemed confidential information for the purposes of this paragraph. Moreover, such information shall at all times and for all purposes be carried by you and held by you in a fiduciary capacity and solely for the benefit of the Company or any of its affiliates.
- b) All papers, notebooks and documents, whether in writing or held in an electronic data base, relating to the business of the Company or any of its affiliates, including those prepared or made by you in the course of your employment, shall be the property of the Company and its affiliates, and shall at the request of the Company, be surrendered to the Company upon the termination of your employment with the Company or any of its affiliates, whichever is earlier.
- c) You as an employee of the Company agree not to solicit any other employee of the Company and its affiliates, directly or indirectly, to terminate employment of such entity and shall not, directly or indirectly, either individually or as owner, agent, consultant, employee or otherwise employ or offer employment to or otherwise interfere with the employment relationship of the Company and its affiliates, with any person who is or was employed by the Company and its

affiliates unless such person shall have ceased to be employed by the Company and its affiliates for a period of at least two years.

- 13. During the term of your employment under this agreement, as one of the conditions of your employment and as part of the consideration for the payment of your consolidated Remuneration and other benefits, you agree that, if you shall discover or invent anything that may be used by the Company or any of its affiliate in any phase of their activities as of the time of such discovery or invention (whether or not patentable), such discovery or invention shall be the property of the Company and at the request of the Company you shall forthwith assign to the Company (or any of the other affiliated companies designated by the Company) full and exclusive rights to any discovery or invention or to any patent for the full-term thereof (including renewals).
- 14. You will be guided by the Code-of-Conduct Policy of the Company.
- 15. This Offer Letter will be valid up to
- 16. Your Appointment is subject to a Pre-Employment Medical Examination and to a Medical Fitness Certificate being provided by the Medical Practitioner(s)

Kindly note that this is an offer letter issued to you in principle and a detailed contract of employment will be issued to you subsequently, on your joining the services of the Company.

If you are agreeable to the above, kindly sign the attached copy of this letter as a token of your acceptance of the terms and conditions.

Yours	faithfully,
For	

I hereby accept the terms of 'offer of employme	ent' contained in this letter
Signed: Date:	