

Niveditha S,  
Chennai.

Date: 11-May-2023

## OFFER OF APPOINTMENT

Dear **Niveditha**,

Welcome to the **MINDSPRINT** team!!

We are pleased to offer you appointment as “**Analyst – Legal Compliance**” (F2) in our Company. The terms and conditions of your appointment are given below:

1. You will be paid an annual Gross salary of **INR. 5,33,340/-** cost to company basis, which includes all your perquisites and allowances.
2. The performance appraisal period followed at MINDSPRINT is January to December (calendar year). You shall be eligible for the performance incentive component only if your date of joining falls on or before 31<sup>st</sup> of July in the performance appraisal period. The incentive amount will be prorated basis the number of days the employee has served during the performance appraisal period. In order to receive the incentive, the employee must be active in the payroll on the date of disbursement/payment of the incentive. The actual incentive amount paid out is dependent upon your individual performance, Business unit & Organization’s performance as assessed by the management.

Following the performance appraisal process, the organization may revise the fixed salary of an employee depending on individual performance, business unit and organization’s performance. The salary increment shall be prorated according to the period the employee has spent with the organization during the performance appraisal period and governed by the salary increment norms at that point in time. The salary revision will be applicable only to active employees of MINDSPRINT (not serving notice period) on the date of disbursement/payment of the revised salary. Any of these may from time to time be modified, revised or replaced by the organization.

The breakup of the salary is detailed in the Annexure I. Your average annual target incentive will be **INR. 66,667/-**. Please note that the actual incentive amount will depend upon the Company, Business Unit and your Individual Performance and the actual pay out may vary depending upon these parameters.

3. Your next salary revision will be in **2024** as part of the appraisal cycle for the FY **2023** as per the annual performance appraisal norms.
4. You will be covered by the Company’s Medclaim Policy and Gratuity as per company rules.
5. You will be on probation for a period of **6** months from the date of joining viz., **29-May-2023**, which may be extended by another **Six** months, based on performance.
6. This offer of appointment is valid only till the date of joining you have accepted and committed as above and it will automatically cease in the event of your not joining us by the said date.

*Niveditha S*

7. This appointment is terminable from either side, by giving:

- a) ONE months' notice in writing or salary in lieu of notice, during Probation period
- b) THREE months' notice in writing or salary in lieu of notice, after the Confirmation of the services with the company.

8. During the course of employment with the company, you shall not enter the service of employment, consultancy, full or part time, of any other person or organization or yourself carry on or be interested in any business.

9. You shall not, either during or after leaving employment of the company, divulge, make known or communicate to any other person or persons, firm, company, concern or yourself make use of any secrets or information, which you may acquire, receive or obtain in relation to the affairs of the company, or any other matter, which comes to your knowledge in the course of, or by reasons of your appointment with the company, except with the consent in writing from the company.

10. You will be entitled for leave as follows:

**36 days per year** comprising-12 Sick Leave, 12 Casual Leave & 12 Paid Leave.

11. Your appointment, continuation and permanency will always be subject to your remaining physically and mentally fit and alert considering the nature of your duties. The Management has every right to get you medically examined or re-examined at any time by the registered Medical Practitioner, or Eye Specialist or a Civil Surgeon appointed by the Company whose findings will be final and binding upon you.

12. You will be governed by the Policies of the company as may be applicable to you from time to time.

13. Your initial place of posting will be in Chennai. You are liable to be transferred from one job to another job or from one department to another department or from one establishment to another establishment if required by the Management. You shall do such other work, which will be assigned to you by the Management from time to time. Any such changes in assignment or transfer will not automatically entitle you to any additional remuneration, allowance, compensation, or other sum in respect thereof.

14. It is also expressly agreed to by and between us that the Company shall be entitled to loan or transfer your services, provisionally for any duration or permanently, wholly or partly to any Company which is or at the material time may be an associate, affiliate, successor, assigns or subsidiary or principal contractor to, or the latter having a controlling interest in the said company.

15. You will report to **Mr. Banu Suresh, Manager – Legal Compliance** or his nominee.

16. Your individual compensation is strictly between yourself and the company. It has been determined based on numerous factors such as job role, skills — specific background and professional merit. This information and any changes made therein should be treated as personal and confidential.

17. Before proceeding on an overseas assignment you will be required to give the company, a written undertaking for dedicated services to the client, completing the work/project assigned and timely return to resume work in India. The details of such assignments including reimbursement of necessary expenditure will be communicated to you before your proceeding on such assignments.

18. While serving the Company, you shall give and devote the whole of your work day exclusively to your duties with the Company and shall not engage yourself, directly or indirectly without prior consent in writing of the Company with or without remuneration in any trade, business, occupation, employment, service or calling which is similar to or the same as that carried out by the Company nor shall you undertake any activities which are contrary to or inconsistent either with your duties and obligations under this appointment or with the Company's interests.

19. It is your responsibility to notify the company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details, etc.) within 3 working days.

20. Your designation may be changed at the discretion of the company depending on the work assigned to you.

21. Upon your resignation or retirement from the company or termination of your services, you are required to return all assets and property of the company such as documents, machines, data, files and books etc. (including but not limited to leased properties).

22. You will retire in the normal course from the services of the company at the end of the month in which you attain the age of superannuation, which is 60 years.

23. This is a position of continuous responsibility and does not entail payment of extra time or overtime.

24. You may be selected and sponsored by the Company for training assignments with company's associates or other institutions abroad. You will diligently and beneficially, take part in such training and assignment. In such event, you will continue to serve the company after such training, for a minimum period as may be stipulated.

25. All programs, system logins, manuals, literatures etc. developed by you while in company service will at all times be deemed to be the sole property of the company. Also the company will at all times have the sole proprietary right in any new system which you may develop while in company's service.

26. You shall obtain written permission from the Management Team for any studies giving full details of examination and duration. While following studies, the duties and accountabilities of your job will not be compromised and the demand arising out of work will prevail over.

27. On the day of joining, you are requested to be present at 10:30 am for your on-boarding formalities at Ascendas | 12th Floor | Zenith Building | International Tech Park | CSIR Road | Taramani | Chennai | 600113.

28. You are expected to remain in duty throughout the business/working hours of the organization and be present in time for any meeting or get together scheduled by the company.

29. For the purpose of this clause, the expression "The Company" shall in addition to MINDSPRINT Information Services Private Limited, mean and include any firm, person or Company subsidiary to or affiliated to with MINDSPRINT Information Services Private Limited.

30. If any declaration given or furnished by you to the company in any document submitted for employment proves to be false or if you have wilfully suppressed any material information, you will be liable to be terminated without notice.

31. We request you to produce a proof of age, relieving letter from the previous employers, educational certificates, 3 passport size photographs and proof of last drawn salary with a true copy of the same for our records.

32. You are advised to keep all original certificates and passport with you all the time to enable you to produce the same at short notice, if required for visa processing purposes.

33. You shall be governed from time to time by the laws of the land as applicable to an employee in the company's service.

34. As substantial amount of technical and other information will be obtained by you or will be available to you, you will appreciate that any information so obtained must not be communicated directly or indirectly to any person, firm or company. You will therefore be agreed to sign a Secrecy Agreement of Non-Disclosure / Confidentiality.

35. Non-Disclosure Agreement:

"Company" for all purposes shall mean MINDSPRINT Information Services Private Limited, Chennai.

(a) You shall not, at any time during the continuance or after the termination of your employment hereunder, divulge either directly to any person, firm or Company or use for yourself or another any knowledge, information, formulae, processes, methods, compositions, ideas or documents, concerning the business and affairs of the company or any of its dealings, transactions or affairs which you may acquire the company or any of its dealings, transactions or affairs which you may acquire or have to your knowledge during the course of and incidental to your employment.

(b) You will not undertake business of similar nature with any other company during the period of your employment with this company.

(c) If, during the course of your employment with the Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the items to this company prior to you separating from the services of the company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per the provisions of law.

(d) You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.

(e) During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.

We have pleasure in welcoming you and looking forward to mutually meaningful association.

Yours truly,  
For **MINDSPRINT**,



**Arvind Raj**  
**Senior Vice President & CHRO**

(The appointment letter is enclosed in duplicate, and you are requested to sign the duplicate copy of the appointment letter.)

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I have Read, Understood and Accepted the terms and conditions of employment. As desired, I will join the company's services w.e.f. \_\_\_\_\_.

Signature:.....*Niveditha S*.....  
Date:.....

## ANNEXURE – I

Name: Niveditha S

Grade: F2

Date of Joining: 29-May-2023

The breakup of the Salary is given below:

Salary Component / Break-up		Monthly Amount (INR)	Annual Amount (INR)
Fixed Pay	Basic	17,778	213,336
	HRA	8,889	106,668
	Special Allowance	8,145	97,740
	<b>TOTAL</b>	<b>34,812</b>	<b>417,744</b>
Reimbursements	Telephone	3,000	36,000
	LTA	2,500	30,000
	Food Coupons	2,000	24,000
	<b>TOTAL</b>	<b>7,500</b>	<b>90,000</b>
Retirals	PF	2,133	25,596
	<b>TOTAL</b>	<b>2,133</b>	<b>25,596</b>
<b>GROSS CTC</b>		<b>44,445</b>	<b>533,340</b>
Performance Incentives			66,667
<b>TOTAL CTC</b>		<b>44,445</b>	<b>600,007</b>
<ul style="list-style-type: none"><li>• * Please note that the actual performance pay will depend upon the Company, Business Unit and your Individual Performance and the actual pay-out may vary depending upon these parameters</li><li>• On behalf of the employee, MINDSPRINT contributes towards Gratuity and Medical Insurance (Covered for a sum of Rs. 5,00,000/-)</li><li>• You will be eligible for Gratuity benefits as per the provisions of the Payment of Gratuity Act, 1972.</li></ul>			



**Arvind Raj**  
Senior Vice President & CHRO



MINDSPRINT



Niveditha S

GID : 50090355

Blood Group: 9488808206

Emer. Contact No: B+ve