Building Transparency. Driving Growth.

14 Feb, 2023

Parthiban Thangaraj.
No. 235, Earikollai Vattam,
Thumberi Village and Post, Vaniyambadi, Tirupattur District, Tamilnadu IN, 635754.

Dear Mr. Parthiban Thangaraj,

We have the pleasure in appointing you as **Senior Software Engineer** for **IRIS Business Services Limited** with effect from **14 Feb, 2023.** Your employment terms and conditions will be as detailed in the Annexure I and commencing salary as detailed in Annexure II.

The Company reserves the right to utilize your services in any areas of business as per your aptitude and requirement of the Company.

Your appointment is tentatively for our **Vashi** office. However, you may be transferred to any other Division of the company/subsidiary/associated company, at any other locations and comply with terms and conditions of the transferee Company, depending on requirements of the profession.

If required you may be at our sole discretion, deputed even on very short notice for any period on domestic/ international assignment depending on exigencies of work.

This is a full time appointment and as per Company's rule, it is prohibited to engage in any other employment or business without written sanction from the Company.

Welcome and Wish you all the best.

Yours sincerely,

For IRIS Business Services Limited,

Deepta Rangarajan
Director

Received the original of this appointment
Letter and I accept all its terms and conditions
Parthiban Thangaraj

Mumbai

ANNEXURE - I

TERMS & CONDITIONS

1. You understand and affirm the need to treat your compensation as highly individual and confidential, which is to be discussed only with your HOD and/or HR/People Manager

2. You will be on probation for a period of six months and this period may be extended if the company finds it necessary. On completion of the probation period your services, if found satisfactory, will be confirmed. Until you are confirmed by written communication from the company you shall be deemed to be on probation till such extended period. During your probation period you shall not leave the services of company except with one month prior notice in writing. After your confirmation you shall not leave the services of company except with three months' prior notice in writing.

3. You will duly and diligently perform all the duties assigned to you while in the employ of the Company and truly and faithfully account for and deliver to the Company all money, securities and things of value belonging to the Company which you may from time to time receive for, from or on account of the Company.

4. During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company.

5. You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company and for a period of one (1) year following the termination of your employment, either individually or in partnership or in conjunction with any person as principal, agent, employee or in any other manner whatsoever carry on, be engaged in or be concerned with, interested in or be employed by any person engaged in or concerned with the similar nature of business of the Company in which you are engaged.
   You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this non-competition covenant by the Company are waived by you.

6. If during your employment with the Company, you at any time, whether during the course of your normal duties or other duties specifically assigned to you either alone or in conjunction with any other person create or develop any intellectual property (including any work in which copyright subsists or may subsist) you shall immediately disclose same to the Company. You also agree that all such intellectual property and the copyright and other intellectual property rights therein will be owned by the Company.

7. In case of non-performance or gross misconduct or discontinuation by the client, the Company may terminate this agreement and your employment at any time for cause without notice and without payment of any compensation, either by way of anticipated earnings or damages of any kind and will result in immediate termination.

8. You may terminate this agreement and your employment at any time upon giving three months written notice to the company and thereby relinquishing your duties subject to successful charge being handed over by you.

9. Upon any termination of your employment, you will at once deliver to the Company all property of the company including documents, manuals, software applications developed by the company, training material, client related input/output documents, correspondence, communications or other property belonging to the Company or for which the Company is liable to others which are in your possession, charge, control or custody.

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10. Please note that you are required to sign IRIS Employee Confidentiality and Non-Solicitation Agreement at the time of your joining the company. The said agreement is a part of the appointment letter and shall be read in conjunction with the appointment letter. Also, the said agreement will survive termination of employment.

11. You are expected to inculcate strict discipline and decorum in your work culture at all times, and adhere to the rules as defined in the IRIS Employee Manual. Any form of data, written or otherwise, gathered and used during deliverance of your functions, is the exclusive property of the Company and you shall make every attempt to maintain the secrecy and integrity of all such documents. Divulgence in the form of proliferation of official data or by word of mouth shall be read as incongruent with the working norms of this establishment.

12. On the strength of the documents submitted by you, we have recorded your date of birth as **09 Jun, 1992.**The said date cannot be altered by you under any circumstances. It will be the sole evidence of your age in relation to all matters pertaining to your services with the Company.

13. You are liable to be transferred from one department to another or to any associate Company / Establishment in which the Company has got any pecuniary interest or otherwise which exists at present or which may be opened or started henceforth anywhere in India. In case of such transfer, you will abide by the working hours of the department, office or establishment etc., concerned without any compensation or extra remuneration. You are also liable to be transferred outside India according to the exigencies of work. On transfer whether departmental or outside, you shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred. You shall not refuse such transfer for any reason whatsoever. Provided that on such transfer your salary and other benefits available to you will not be adversely affected. The refusal of such transfer on your part amounts to resignation and you shall be deemed to have resigned from the services without notice to the Company from the date of refusal of such transfer.

14. You shall always keep the Company informed in writing about any change in your local or native place residential address within 7 (Seven) days' from such change. If no written information about the change of your residential address is submitted to the management the address recorded with us at the time of employing you shall be taken as authentic. Any communication sent to you to the recorded address by Registered A.D. post shall be deemed to have been duly and properly served on you even if such communication is returned by the postal authorities undelivered for any reason whatsoever.

15. All disputes, questions and differences of any nature whatsoever which may arise during your employment with the Company or aftermath between the Company and you as to the interpretation, construction or any matter or thing contained in this letter of appointment or the rights, duties and liabilities of either of the party shall be subject to the jurisdiction of a competent court situated within the limits of the Brihan Mumbai Municipal Corporation.

16. Your release from the services of the Company and the settlement of your final dues will be subject to you returning to the Company, to its satisfaction of all papers including charts, graphs, documents, noting, electronic data/ business card etc. which may be in your possession custody or care relating to the business or affairs of the Company, its branches associates, subsidiaries etc. and you will not retain any copies or extracts there from.

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CONFIDENTIALITY, NON COMPETE AND NON SOLICITATION AGREEMENT

Confidentiality: Confidential information includes and is not limited to recipes, trade secrets, business plans, strategies, financial information and any other information that will affect the Company's competitive position. All names, and any other identifying facts or information, as well as details of individuals, businesses, projects and products undertaken by IRIS Business Services Limited (IRIS), whether on behalf of a third party client or not, are confidential information. You agree not to reveal such confidential information acquired and possessed by you by virtue of your employment in IRIS, regardless of how or where you acquired it, to any person unless such person has been authorized by a Director at IRIS to have access to the information possessed by you.

Unauthorized access, use, or disclosure of any confidential information is a breach of the terms of your employment, or consultant agreement with IRIS and may subject you to court action by any interested party or to other actions by IRIS. The confidentiality agreement shall continue to bind you even after your employment or consultant agreement with IRIS has terminated.

In addition, in the course of your employment, you may have access to personal information, electronic and otherwise, about fellow employees. You agree that you will hold Confidential Information with highest level of confidentiality and shall not communicate it to your peer personnel, employees or to any outsiders. You shall seek prior approval of the Director of Human Resources (DHR) before divulging the Confidential Information. The DHR shall at its discretion determination whether or not there is a business purpose requiring you to grant access to fellow employees'. If you commit breach of this confidential obligation and trust bestowed, you shall be liable for disciplinary action including termination of employment. You further agree that you will not use, nor facilitate the use by any third party in any way the confidential information without written authorization by a Director at IRIS.

You understand and affirm the need to treat your compensation as highly individual and confidential, which is to be discussed only with your HOD and/or HR/People Manager

By signing this agreement, you express your understanding that IRIS has the exclusive right to all confidential information, content, technology or other intellectual property that you may be building as part of your employment or consulting contract with IRIS. You acknowledge that you acquire no right, title, or interest in and to any data, information or technology to which you have access by reason of your employment or acting as a consultant, you shall not remove such data, information or technology from your assigned work location without prior authorization.

You agree to promptly notify an IRIS Director of any unauthorized disclosure, use, or alteration of confidential information that comes to your knowledge.

Nothing herein shall be construed to prevent divulgence of information to any court or governmental agency, provided such divulgence is required by law. However, if you have reason to believe that you may be called upon to make such divulgence, you agree to notify Human Resources at IRIS promptly in writing and shall upon his/her request shall cooperate in all lawful efforts to resist such divulgence.

During the course of training you may learn information that is private, sensitive and or confidential. You shall not disclose to any third party any confidential information obtained during your training unless expressly authorized by the Company. Your obligations to maintain Confidentiality and secrecy shall continue to apply even after your training until such time that the information is no longer confidential or has been made public by the Company. You shall not without prior written consent of the Company destroy, make copies, duplicate or reproduce in any form the Company's confidential information. A breach of the confidentiality as specified above may serve as cause for termination of training as well as

employment.

Non-Compete: You agree that you will not, without the prior written consent of the Company, either during your training period or at any time during your employment with the Company and for a period of one (1) year following the termination of your employment, either individually or in partnership or in conjunction with any person as principal, agent, employee or in any other manner whatsoever carry on, or engage in or be concerned with, interested in or be employed by any person engaged in or concerned with the similar nature of business of the Company. You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this non-compete covenant by or through Company are waived by you.

Non-Solicitation of Clients: You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company or for a period of two (2)years from the termination of your employment either individually or through any company controlled by you and either on your own behalf or on behalf of any person competing or endeavoring to compete with the Company, directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client of the Company as at the date of termination of your employment or use your personal knowledge of or influence over any such client to or for your own benefit or that of any other person competing with the Company.

Non-Solicitation of Employees: You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company or for a period of two years from the date of termination of your employment either individually or through any company controlled by you and either on your behalf or by any other person competing or endeavoring to compete with the Company, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during one (1) year prior to the termination of your employment.

You further agree that, should you be approached by a person who is or has been an employee of the Company during the period described above, you will not offer to nor employ or retain as an independent contractor or agent any such person for a period of 1 year following the termination of your employment.

Signed by



Deepta Rangarajan
Director

Accepted



ANNEXURE – II

SALARY DETAILS

EARNINGS	MONTHLY (INR)	YEARLY (INR)
Basic	56,250.00	6,75,000.00
Travelling Allowance	1,633.33	19,600.00
HRA	22,500.00	2,70,000.00
Medical Allowance	1,250.00	15,000.00
Leave Travel Allowance (LTA)	9,375.00	1,12,500.00
Education Allowance	200.00	2,400.00
Mobile Reimbursement	1,000.00	12,000.00
Food Coupon	1,300.00	15,600.00
City Compensatory Allowance(CCA)	17,191.67	2,06,300.00
SUB TOTAL (A)	1,10,700.00	13,28,400.00
PF - Employer	1,800.00	21,600.00
TOTAL	1,12,500.00	13,50,000.00
DEDUCTIONS	MONTHLY	YEARLY
PF Employee	1,800.00	21,600.00
TOTAL DEDUCTIONS (B)	1,800.00	21,600.00
TOTAL (A-B)	1,08,900.00	13,06,800.00