**Date: 01.09.2021**

**To**

**Name: Mr. Mudunuri Sai Kumar Varma**

**Address: Chennai**

**Dear Mr. Mudunuri Sai Kumar Varma**

We have pleasure in appointing you in our company as **Business Associate** or in such other capacity the management shall determine time to time. Please note the employment terms contained in this letter are subject to company policy

1. **APPOINTMENT**

Your date of appointment is effective from the date of joining which shall be as soon as possible not later than **01.09.2021**

You will be liable to be transferred in such capacity as the company may from time to time determine from any other location, department, function, establishment or branch of the company or subsidiary, associate or affiliate company or Client Projects anywhere in India or abroad. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

2) COMPENSATION

You will be eligible to receive the following

1. Your total cost to the company would be Rs 480000 (Rupees Four Lakhs Eighty Thousand only) per annum. Please find attached Annexure A for details. This salary will be processed on 10th work day of every month. However if 10th falls on a holiday, salary will be paid in the next working day.
2. Your Salary will be processed from the actual project allocation date only.
3. Your salary will be reviewed periodically as per company policy.
4. Changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant criteria.
5. Your performance will be reviewed every 12 months.

**3) DUTIES& JOB RESPONSIBILITIES:**

* 1. You shall diligently follow the instructions of the Seniors, Officers and authorities under whom he/she may from time to time be placed during the assignment, perform all responsibilities and ensure required technical service deliverables & results as required for the assigned project. You will be expected to work extra hours to achieve the above whenever the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation/image and business of our company whether directly or indirectly.
  2. You Shall at all times obey the rules and regulations of CROWN or its business associates:
  3. It is mutually discussed & agreed that during your tenure in our Company, you would be assigned to work on our Client projects and during such deputation , In case you may have any concerns or redressals with us , You shall only address it to your concerned Human Resource (HR) Point of Contact(POC) in Crown, refer to Appendix – A of this offer letter for details and You shall strictly not have any direct communication with any of our Client Personnel or Client’s project supervisors in the client place, any breach of this condition may would be subject to Clause no 9-A-12 of this offer letter.
  4. You shall not engage in any work/assignment other than that arranged by CROWN, even while off duty, except with the prior written permission of CROWN.
  5. This employment is contract in nature, it is entirely dependent on the client project assignment duration. This employment offer would be valid until the expiry of the client contract for which you have been employed under this contract.
  6. We at Crown Solutions are committed to ensure the integrity in all aspects of its functioning. Please ensure that you comply with the policies of the organization as the form and the integral part of the terms employment with crown consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced from time to time. As and when this happens the company will notify you and you will be required to comply with the same.

4) LEAVE

Leave, public holidays and working hours as applicable to your category of employees, assignments and location of position

5) CONFLICT OF INTEREST

1. During the term of this agreement, you agree to comply with our company’s reasonable policies and standards, will devote your full time abilities to the performance of your duties and will not engage in any concurrent employment in the same field.
2. You shall ensure that you shall not, directly or indirectly, engage any activity or have any interest in or perform any services for any person who is involved in activities, which are or shall be in conflict with the interest of our company.
3. You shall ensure that you shall not directly or indirectly misuse or mishandle any of the facilities as and when provided by the company/client for the promotion of business such as mobile phone, laptop, computer accessories, corporate credit card, vehicle etc.
4. Fails or neglects to undertake the employment/deputation, at the mutually discussed and agreed dates, abandons or deserts or fails to report regularly at the specified office shall be deemed as “NO SHOW”. In such an event, the offer stands cancelled, and you shall be liable to pay three month’s salary as penalty to the company for the loss suffered by the company.

6) TIMESHEETS

You shall send a softcopy of the timesheets duly approved and signed by your concerned Manager on the last working day of every month to the concerned payroll processing team so as to enable us to process your salary on time.

Any delay in receiving the approved timesheets will result in the delay of the payment of your salary. Payment of your salary would be done as per the effort approved by the Client’s Manager in the time sheet and on a pro-rata basis on the aforesaid monthly salary.

7) PROBATION

You will be put on probation for a period of six months, which may be extended by another six months at sole discretion of the management. On satisfactory completion of probation period/extended probation period, you shall be on confirmed employment, till such time you shall continue to be on probation.

8) MEDICAL INSURANCE

Medical Insurance Coverage will be provided by CROWN for you as per the company Standard policy. Hospital and Surgical Insurance coverage are only applicable to you and subject to the provisions and exclusions of the Company standard Policy. You can also choose to cover your family members (you will have to bear the insurance premium) through our insurance provider at applicable rates.

**9) TERMINATION:**

The company may terminate the employment with or without cause under the following conditions:

1. **With Cause :** The company may, immediately and without notice, terminate the EMPLOYEE from the employment with “cause”, The term “cause” shall, as used in this Document, mean
2. CROWN reserves the right to verify the information furnished by you at any time. Misrepresentation or omission of any information may result in revocation of this offer or immediate termination of the employment without notice.
3. The commission of a crime involving moral turpitude, theft, fraud or deceit.

3) Conduct that has an adverse effect on the Company’s reputation.

4) Substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE

5) Gross negligence or deliberate misconduct

6) Any material breach of terms and conditions specified in this letter.

7)Client discontinues trading, becomes bankrupt or insolvent.

8)Client is in breach of its agreement with CROWN or cancels the assignment before the expected completion date.

9) Non-renewal of the contract / project of employment on its expiry

10)Client is dissatisfied with your work performance, after reasonable efforts have been made to remedy the situation.

11) You fail to comply with clause no. 3 &14

12)You fail to comply with one or more of the terms and conditions of this agreement.

**B) Without Cause:**

In the event that the confirmed employment is terminated without Cause, the EMPLOYEE will be provided with a 30 days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 30 days, calculated on the basis of the last basic salary. Any absence for 2-3 consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case the company is entitled to terminate the employment and/or seek compensation for any loss suffered by the company or its client due to such an absence.

**10) NOTICE PERIOD**

During the term /extensions, of this service, in the event of your resignation of services, you must give Sixty (60) calendar days advance notice in writing or pay salary in-lieu of such notice. CROWN has the right to reject your offer of salary –in –lieu of notice, depending on the nature of the tasks and projects assigned to you. All assets provided to you by the

Company as in clause no: 5 (C) shall be returned without damage to the concerned supervisor in Crown team.

**11) ARBITRATION:**

A) In the event of any dispute or disagreement over any of the terms of this agreement or any claim or liability of any party, the same shall be referred to a sole arbitrator to be appointed by CROWN for arbitration under the Arbitration and Conciliation Act of India or any modification or re-enactment thereof. The venue of arbitration shall be at Chennai, India and the courts in Chennai shall have exclusive jurisdiction to the exclusion of all other courts.

B) Your employment terms may be specifically enforced legally, if required. During the process, if any of the provisions of this agreement are declared or found to be void or enforceable due to any reason whatsoever, the remaining provisions shall continue in full force and full effect.

C) This agreement contains the entire understanding between employee and company with respect to the subject matter hereof, and there are no representations, warranties, premises, or undertaking other than those contained in the provisions above.

**12) LEGAL JURISDICTION:**

It is mutually agreed between you and CROWN that, all disputes, disagreements or controversy arising out of, relating to, or concerning any performance or breach of this agreement, shall be settled through the exclusive legal jurisdiction of courts of Chennai, India. All aspects of the arbitration / litigation   will be kept confidential. Neither CROWN nor YOU may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

**13) INDEMNITY:**

You shall take personal liability for all loss or damages caused by you arising out of your actions, default, or negligence. If CROWN is found liable or settles a claim for the above, you shall fully indemnify CROWN from all liabilities. This clause will still be active even after you leave CROWN’s service.

**14) NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:**

During the period of employment with our company you shall regard and preserve as confidential and shall not disclose, publish, communicate or make available to any person(other than to persons, client or other entities as directed by duly authorized representatives or company) or use for employees’ personal purpose, any confidential information that employee receives, obtains or otherwise becomes aware of during the course of employment with our company that relates to or pertains to the operations, business or financial affairs, unpublished know-how, processes, techniques, clients (including the names of company’s clients, past, present or prospective and the terms of any contract by company with its clients, including fees), employees, trade, secrets, products, services, properties, plans or projections of company or any of its affiliated clients or of any supplier, joint venture, co-branding partner or licenser/licensee of company. Any data or information that is not readily available to the public shall be considered by the employee to be confidential and therefore within the scope of this agreement unless company advices otherwise in writing.

1. Except for the purpose of carrying out your duties and only with Client’s authorization, You shall not communicate or disclose to any person (i) any information or material designated as confidential or proprietary by Client or that by its nature should be deemed to be confidential or proprietary or (ii) any information relating to the financial affairs or position of Client, any negotiations, agreements, contracts, or transactions of Client, any of Client's trade secrets, including secret processes, equipment, specifications, drawings, designs, formulae, software, customer agreements, and data, and whether trade secrets or not, save insofar as the same are common knowledge amongst persons carrying on business similar to that carried on by any such company.
2. You acknowledge and agree that, in the course of this engagement, you may receive or have access to ‘Information’. You shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of ‘Information’ under its control or in its possession. You shall hold all Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care; and You shall not use the ‘Information’ for any purpose whatsoever except as expressly contemplated under this Agreement.
3. Our Client’s information will not be transferred to any other third party, without the written permission from client, other than for the purposes of performing the project as agreed mutually.
4. Our Client does and shall own all right, title and interest in and to the Work developed and to be developed by you for the Client, including all additions to, deletions from, alterations or revisions of the Work, and all drafts, notes, source and object code, concepts, ideas, suggestions, approaches related thereto or contained therein, and all other documentation and materials developed or furnished or to be developed or furnished by you, and each element and part thereof, the "Client Property".
5. It is mutually discussed, understood and agreed that any breach of this condition may lead to business losses for our company and therefore would be subject to Clause no 9-A-11 of this offer letter.

**15) WAIVER**

A Waiver by the company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. No Waiver shall be valid unless in writing and signed by an authorized officer of the company. In the event you join our client or competition without first receiving this waiver, you hereby agree to the payment of a finder’s fee to our company which will be paid immediately upon commencement upon the service to our client and will be liquidated damages in the amount of 25% of your total annual compensation in your new position.

**16) INJUNCTIVE RELIEF:**

In the event of any conduct by employee that company, in its sole opinion teams to be a violation or threatened violation of this agreement, company shall be entitled to in juncture or other equitable relief on the grounds that such conduct, if not restrained, would result in irreparable harm to company for which damages would not be an adequate remedy.

**ANNEXURE – A**

|  |  |  |
| --- | --- | --- |
| **COMPONENTS** | **MONTHLY** | **ANNUAL** |
| BASIC | 15526 | 186312 |
| DA | 3499 | 41988 |
| HRA | 11415 | 136980 |
| BONUS | 583 | 6996 |
| CONVEYANCE | 1600 | 19200 |
| EDUCATIONAL ALL | 200 | 2400 |
| MEDICAL ALL | 1250 | 15000 |
| SPECIAL ALL | 3977 | 47724 |
| **GROSS** | **38050** | **456600** |
| EPF | 1950 | 23400 |
| EESI | 0 | 0 |
| **CTC** | **40000** | **480000** |

All expenses of personal nature during the term of the services rendered to our company either during the course of your deputation with the client or otherwise shall be solely borne by you.

You are advised to go through the contents of the each page of the Appointment Letter before signing and return the duplicate copy to us in token of your acceptance of the terms and conditions stipulated therein.

**For Crown Solutions India Private Limited**

**Authorized Signatory**

**I agree to accept the employment on the terms and conditions mentioned in the above letter**

**Name:**

**Signature:**

**Tel #**

**Email#**

**PAN #**

**Passport #**

**Place:**

**Date:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Appendix – A** | |  |  |  |
| **Concerns** | **Name of POC** | **Designation** | **E-mail ID** | **Phone Number** |
| **General HR** | **Mubasir** | **Team Lead - PR** | [mubasir@crownsolution.com](mailto:mubasir@crownsolution.com) | **+91-44-40066041;**  **+91-9884724190** |
| **Nandhini** | **Trainee - PR** | nandhinig@crownsolution.com | **+91-44-40066045;**  **+91-9884003641** |
| **Statutory** | **Parthiban** | **Sr.Executive - PR& Statutory Compliance** | [parthiban@crownsolution.com](mailto:parthiban@crownsolution.com) | **+91-44-40066022;**  **+91-8939800391** |
| **Escalation Matrix** | | | | |
| **Level - I** | **Deivakani** | **Associate Manager - PR** | deivakani@crownsolution.com | **+91-44-60066037;**  **9884085871** |
| **Level – II** | **Kala Nair** | **AGM – RM** | kalanair[@crownsolution.com](mailto:lathika@crownsolution.com) |  |
| **Level - III** | **Siva Kumar** | **AVP – RM** | [siva@crownsolution.com](mailto:siva@crownsolution.com) |  |