



Dear Mr./Ms. VIJAY R,

This letter is to confirm our discussions and offer you a position on the professional staff of **Intelizign Lifecycle Services Pvt. Ltd. ('Company')**. We are pleased to inform you that you can join us full-time on **January 18, 2023**, at our **Chennai** office.

1 SALARY AND GENERAL TERMS OF CONDITIONS

Your gross salary including all benefits will be **Rs.9,50,000/-per annum, including taxable and non-taxable allowances**. Please refer details in 'Annexure A'. The general terms and conditions of your employment are mentioned in Annexure B.

2 HOLIDAYS

You can get Holidays list from HR department. Alternatively, this can be viewed from Company's portal i.e. iConnect <https://iconnect.intelizign.com>.

3 LEAVES

You will during your first twelve months of continuous service and during every subsequent twelve months of continuous service be entitled to 12 working days privileged leave, 6 days Casual Leave and 5 days Sick Leave (besides Maternity leave, Paternity Leave, Diversity day off as applicable) in a financial year on a pro-rated basis. For more details, please refer our Leave Policy.

4 TERMINATION

Your employment with the Company may be terminated at any time by the Company in accordance with the relevant provisions provided in the General Terms and Conditions of Employment

5 ACCEPTANCE OF APPOINTMENT

Please confirm your acceptance by signing and returning the duplicate copy of this letter on the same day of receipt of this appointment letter, failing which it stands void and null.

'ANNEXURE A' AND 'ANNEXURE B'

'Annexure A' and 'Annexure B' is part of this document(attached)

If you have any questions, please do not hesitate to reach us.

Sincerely,

Raghman Begum K
Dy. General Manager, Human Resources
Intelizign, India

Intelizign Lifecycle Services Pvt. Ltd.

Chennai: No.9, Murrays Gate Road (1st floor), Alwarpet, Chennai 600 018, India, Board: +91 44 2433 3205 /044 2433 3206

Bangalore: 9th Floor, VK Kalyani Commercial Complex, # 22, Sankey Road (Opp BDA head office), Bengaluru - 560 020

Pune :5th Floor, EFC Tech Centre Hinjewadi Phase, JK Infotech 2, Pune – 411 057, India. Board: +91 844 601 9875

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Page 1 of 11

**ANNEXURE "A" TO THE APPOINTMENT LETTER
EMPLOYEE COMPENSATION PACKAGE**

Name : Mr/Ms. VIJAY R
Job Title : Senior CAE Engineer

1. Break-up of the present salary, benefits, and perquisites

Salary Components	Monthly (Rs)	Annual (Rs)
Salary Break-up		
Basic	27563	330750
HRA	13781	165375
Lunch Allowance	2500	30000
Transport Allowance	1600	19200
Medical Allowance	2085	25020
Special Allowance	23588	283056
Flexi Benefits Plan*	3000	36000
Monthly Gross (A)	74117	889401
Statutory Benefits @		
Employer PF	3308	39690
Gratuity (As per Act)	1326	15909
Total CTC (A+C)	78750	945000
Medical Insurance [#]		5000
		950000

[#] Mediclaim Insurance will be provided via Bajaj Allianz Insurance for the sum insured of Rupees 4Lacs.
Mediclaim Insurance are not considered in the CTC for next year's appraisal process.

Flexi Benefits Plan*:

Please refer FBP policy guidelines on India HR policy portal for details of limits under each component and submit bills accordingly only if applicable to you.

- Children's Education Allowance (if applicable)
- Children Hostel Allowance (if applicable)
- Telephone Bills reimbursements
- Internet bills reimbursement
- Newspapers and Books reimbursement
- Vehicle Maintenance Allowance

2. Gratuity: You will be entitled to Gratuity as per the Gratuity Act, India.

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3. **Performance Incentive:** The Company may, at its discretion, pay you an additional sum by way of performance incentive.

Sincerely,

A blue circular stamp for Intelizign Lifecycle Services Pvt. Ltd. India is placed over a handwritten signature in blue ink.

Raghman Begum K
Dy. General Manager, Human Resources
Intelizign, India

ACCEPTANCE OF EMPLOYEE

I, **VIJAY R**, have read and understood the above and the same is acceptable to me.

Place :

Signed by the Employee :

Date :

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ANNEXURE "B"
GENERAL TERMS AND CONDITIONS OF EMPLOYMENT ('GTC')

Dear VIJAY R,

1 JOB TITLE
Senior CAE Engineer

2 SALARY INCREMENTS AND PROMOTIONS

Your Performance and contributions to the company will be reviewed annually and these will be an important consideration for your salary increments and promotions. This clause will not be applicable for employees, who are under separation notice.

3 HOURS OF WORK

4.1 You are expected to work not less than forty (40) hours of each week, and if necessary, for additional hours as might be required for performing your duties competently and meeting the Company's or its client's requirements.

4.2 You may also be required to attend duties on holidays/weekly offs as per the exigencies of work.

4 INCAPACITY DUE TO SICKNESS OR INJURY

If you fallen ill, notify immediately on the same day to your Manager. If your sick leave extends to three or more days, you need to provide Doctor's certificate. Sick leave approval is subject to Management discretion.

5 DUTIES AND OTHER ACTIVITIES

5.1 You will in all respects carry out and use your best endeavors in carrying out the objects of the Company and protect its interest in all things to the best of your ability and judgment and **devote the whole of your time at work and attention to the business of the Company during the business hours.**

5.2 You are not allowed to undertake any trade, business, profession, employment, service, occupation, etc., other than your current employment with the Company, except with the prior written consent of the Company, and whether or not you receive financial compensation for any such activities.

5.3 You shall represent yourself whether in India or elsewhere, only as an employee of the Company.

6 PLACE OF WORK

You will at present report to the office mentioned above. However, the Company reserves the right to transfer your services at any of its office, customer's sites or associated companies in India and Outside India, on the terms of conditions, as applicable to you at the time of transfer.

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7 RULES AND REGULATIONS

- 7.1 The Company shall be entitled to modify the terms of your employment by providing you with prior written notice and in accordance with applicable law. You must adhere to all the HR Policies of the Company, which are available in the company's Intranet portal: <https://iconnect.intelizign.com>
- 7.2 In the event of your deputation to any foreign country in connection with the employment and the cost of travel and other related costs are borne or agreed to be borne by the Company, you shall remain only in the services of the Company and carry out the duties and responsibilities assigned to you during your stay in that country. You shall not at any time during your stay in the country deputed, solicit, or accept any offer of employment either with the client/s of the Company or any other organization or individual. You shall be duty-bound and obligated to return to the Company at India after the appropriate conclusion of the assignment for which you were deputed and adhere to the formalities of resignations and release from the Company, set out in this document before considering any such offer. You shall not, by your performance or otherwise, bring about any disrepute or any liability, financial or otherwise upon the Company or its clients in India or abroad.

8 INVENTIONS AND PUBLICATIONS

- 8.1 Any inventions, designs, or improvements, reports, manuals, papers or any other form of the publication containing information relating to the products or services of the Company you may produce or formulate or with which you are concerned during your employment shall be freely communicated to the Company and shall be and remain the property of the Company.
- 8.2 You hereby irrevocably assign to the company all work that is developed using equipment supplies facilities or trade secrets of the company; results from activities performed by you for the company; and is related to the company's business or current or anticipated research and development and you acknowledge that all such work and related records shall be the sole and exclusive property of the company.
- 8.3 You hereby irrevocably transfer and assign to the Company all intellectual property rights in respect of any work made or created or discovered as part of your duties of employment with the company(worldwide) and also hereby acknowledge that all copyrightable work prepared by you within the scope of your employment is 'works for hire' under the law relating to the copyrights and you do not have any ownership rights or claim in respect of the said work and all such rights are owned only by the company. (Intellectual property rights for the purpose of this GTC means all intellectual and proprietary rights in any jurisdiction in and to: trade secrets and other confidential or non-public business information or know-how, techniques, operations and procedures; trademarks, service marks, brand names, certification marks, trade dress, trade names and other indications of origin; patents, including design patents and utility patents, reissues, divisions, continuations-in-part and extensions thereof; works of authorship, whether copyrightable or not, copyrights,

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copyright registrations, and moral rights related thereto; and computer systems, including all computer and peripheral hardware, firmware and software (in both object and source code formats in any programming language), development tools and files, databases, content, data, algorithms, APIs, GUIs, functional specifications, operational procedures and all documentation thereof, in each case including all copyrights thereof and all computer languages; in each case, including all applications for registrations of, and all renewals, modifications and extensions of, each of the foregoing).

- 8.4 You represent that your performance and your duties as an employee of the Company will not breach any inventions, assignment, proprietary information or similar agreement with any former employer or other party.

9 CONFIDENTIALITY/SECRECY

- 9.1 You must always maintain the highest degree of secrecy and keep as confidential the strategy, your compensation, names of fellow employees, business lines, equipment, products, intellectual property, records, documents and such other information relating to the business of the Company which may be known to you or confided in you by any means and you will use such strategy, names of fellow employees, business lines, equipment, products, intellectual property, records, documents and information only in a duly authorized manner in the interest of the Company. You shall act diligently so as to ensure that you do not divulge any client information or professional secrets of the Company. Infringement of this condition will render you liable to summary dismissal and/or prosecution.
- 9.2 You must not at any time after leaving the employment of the Company, for any reason, disclose or permit to be disclosed to any person, firm, company or other entity any confidential information or trade secrets relating to or belonging to the Company or to other companies and/or affiliates of the Company.
- 9.3 On the termination of your employment, for whatever reason, you shall not take copies of confidential documents or information for your own purposes and you will be required to return to the Company all property, documents and papers in your possession or under your control relating to your employment or to clients' business affairs.
- 9.4 You must not, anywhere and/or at any time after termination of your services or employment with the Company, either personally or through agents, friends or relatives, directly or indirectly, represent yourself as being connected to or interested in any way in the business of the Company.
- 9.5 In the event of breach of any of the conditions mentioned in the above Clauses, the Company shall be entitled to injunctive relief and/or specific performance to enforce the conditions.

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Page 6 of 11

- 9.6 You shall always not during your employment and thereafter do or say anything that may injure, or directly or indirectly damage the business of the Company.
- 9.7 As and when required by the Company's clients or other interests, the Company may be obligated to procure you (as its employee) to sign certain agreements relating to confidentiality, intellectual property, non-disclosure, and other restrictions. You agree to sign & comply with such agreements in the best interests of the Company.
- 9.8 The Employee shall obligate the security requirements and adhere to all Information Security Management System policies and procedure during entire tenure. Violation to Information Security Management System policies and process may be subject to disciplinary action.

10 COMPANY PROPERTY

You will always maintain in good condition all properties, assets and other undertakings of the Company which may be given to you/ availed by you for official use during the course of your employment ('Company Property') and shall return all such Company Property to the Company that may be in your possession, immediately on relinquishment of your services, failing which the cost of the same will be recovered from you by the Company.

- 10.1 You should understand that licensing agreements for some software are likely to contain electronic serial numbers and that attempts to copy software so protected may result in its damage or destruction.
- 10.2 You should also recognize that it is your professional responsibility neither to participate in nor to encourage any violation of copyright provisions of vendor software.

11 BORROWING and ACCEPTING/GIVING GIFTS

You will not borrow or accept or give any money, gift, reward, or compensation for your personal or official gains.

12 BACKGROUND INVESTIGATION

- 12.1 You represent that you have never been convicted of, been charged with or are on trial for any crime or other transgression whatsoever in India or abroad.
- 12.2 You will be subject to checkings that may be conducted either before or after the date at which full-time employment commences. Checking will include: (i) background checks (including checking all facts submitted to the Company, including, but not limited to your Curriculum vitae or application.) (ii) reference checks; (iii) fingerprinting; (iv) drug testing; (v) medical examination(s) as determined to be relevant by the Company. Either (i) refusal to be subject to Checking's or (ii) results that are derived from Checking's which are in conflict with the material given by you to the Company will be considered grounds for withdrawal of the offer extended to you and may be acted on at any time before or after your commencement date with the Company.

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13 SEPARATION FROM THE COMPANY

13.1 TERMINATION OF EMPLOYMENT

Notwithstanding any other provision hereof, your employment may be terminated by the Company without notice or payment in lieu of notice under the following circumstances:

- (a) If it has reasonable grounds to believe that you have consistently failed to perform as per reasonable performance metrics for your function or that you are guilty of misconduct or negligence or have committed any breach of any of the terms and conditions of the GTC. Termination of your employment under this sub-clause would be without prejudice to: The Company's right to claim the actual damages it has suffered through this breach; and any other relief to which the Company may be entitled under contract, law, or equity. Misconduct will include without limitation: Absence from service without prior notice in writing or without sufficient cause for Two days or more days; Going on or abetting a strike in contravention of any law; Spoiling the harmony prevailing within the company; Spreading rumors against the company or defaming the company and its personnel by any means; Causing damage to the property of the Company; Continued discharge of work functions, which do not meet the standards reasonably expected by the Company from you; Breach of confidentiality/secretcy provisions;
- (b) If background investigation reveals any discrepancies regarding educational or professional records as represented by you to the Company or if it is found that you have a history of fraud/criminal/drug or substance abuse.
- (b) Employees can complain about Sexual harassment to a supervisor and the Human Resources office, an immediate investigation (on a confidential basis) would start from the HR Office and/or committee that may be constituted for the said purposes in terms of the relevant policy of the Company. Employees need to understand that they have an obligation to report sexual harassment concerns to their supervisor and the Human Resources office. If found guilty, the employment of such a person would be terminated immediately. For more details, please log on company's Intranet portal: <https://iconnect.intelizign.com>

13.2 TERMINATION FOR UNEXPLAINED ABSENCE/ ABANDONMENT:

If for a period of 7 consecutive days you absent yourself without prior permission or overstay leave, you shall be deemed to have voluntarily abandoned your employment with the Company and terminated your employment yourself. In such case of uninformed absence and abandonment of employment, the Company may, at its sole discretion, withhold the issue of the relieving order/letter or other monetary benefits, which will serve legal notice for the breach of Terms and conditions of employment.

13.3 RETIREMENT

You shall be retiring from the services of the Company on attaining 58 years of age.

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13.4 TERMINATION AT THE INSTANCE OF THE EMPLOYEE

- 13.4.1 You may resign from the services only after serving a notice period of at least 3 months and this has to be informed in writing to your reporting Manager with CC to Branch HR.
- 13.4.2 Notwithstanding anything to the contrary stated elsewhere in this GTC, hereinabove, you hereby irrevocably agree and acknowledge that you cannot resign or terminate your employment while you are deputed for an onsite assignment outside India. You further acknowledge and agree that after completion of the on-site assignment, you shall serve a minimum period of 12 months in employment with the Company in India excluding the notice period.
- 13.4.3 Management by its own discretion may ask you to complete your full notice period due to Commitment to the client and/or imperative role in the project. During the Notice period, you are expected to work on full notice period days (without leave) and enable a smooth knowledge transition to the successor. If any leave is taken during the notice period, the same has to be compensated by working additional days beyond the notice period.
- 13.4.4 Your final settlement shall be undertaken by the Company only after ensuring completion of Transition and after recovery of all Company Property and all other dues payable by you to the Company.
- 13.4.5 The Company's equipment, manuals, software, licenses and project details have to be returned by you to the company and the acknowledgment by the Reporting Manager, IT-Admin and Branch HR should be taken by you before you being relieved from your duties;
- 13.4.6 You shall cooperate with all processes as may be reasonably stipulated by the Company for the purposes of termination.

14 NON-COMPETE AND NON-SOLICITATION

- 14.1 **You shall not** during the term of this Agreement and for two years thereafter either solicit any business from Company's customer OR enter into any arrangement/employment agreement with Customer OR provide any services to Customer. Also, you shall not solicit to employ, cause to be solicited for the purpose of employment to the Company's Customers.

If any of these clauses are invalid by the competent court for any reason, the rest of clauses are enforceable and valid.

- 14.2 As INTELIZIGN incurs considerable time & expenditure for training (In-house & External), those who availed such special training will require to serve the Company for a minimum period of 2 years after joining, failing which, they will be liable to pay the training expenditure incurred to the company.

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- 14.3 Breach of any restrictions in this Agreement will result in irreparable damages to the Company. The Company will be entitled to institute proceedings in any court of competent jurisdiction to restrain you from committing a breach of any obligation under this Agreement or to compel performance of such obligations.

15 INDEMNITY

- 15.1 You will fully and effectively indemnify the Company and its Customers against all losses, damages and expenses incurred due to any breach of the terms of this appointment letter, or any fraud, misconduct or negligence on your part in the course of your employment with the Company.

16 EMPLOYMENT IN INDIA:

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and/or documentation as prescribed by the Government of India for permanent employment with Intelizign. Keeping your permit/permission up to date during the course of employment with Intelizign and submitting a valid copy of that to Intelizign is your responsibility.

16 GOVERNING LAW & ARBITRATION

- 16.1 Your employment with the Company is subject to the laws of India. All disputes and/or differences arising out of or in connection with your employment with the Company shall be referred to arbitration. The Arbitration proceedings will be held in accordance with the Arbitration and Conciliation Act, 1996 at Chennai and by a sole arbitrator to be nominated by the Company.
- 16.2 The courts at Chennai shall have exclusive jurisdiction to deal with disputes and differences arising out of your employment.

17 CORRESPONDENCE ADDRESSES:

The correspondence address for all communication is as follows. In case of change of address, you should intimate within seven (7) working days to the HR Department.

Name : **VIJAY R**

Address :

City, State, Pin code :

Telephone number :

Mobile numbers :

Personal Email ID :

Serving notice to the above address shall be sufficient in case of serving notice.

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CORRECTNESS OF THE INFORMATION GIVEN IN THE APPLICATION FOR EMPLOYMENT AND BIO DATA

Your appointment is being made based on the information and details given by you. If, at any time, any information or detail given by you is found to be incorrect or inaccurate, the Company may terminate your services without any notice or salary or compensation.

Sincerely,

A blue circular stamp of Intelizign Lifecycle Services Pvt. Ltd. India is placed over a handwritten signature in blue ink.

Raghman Begum K
DGM, Human Resources,
Intelizign, India

ACCEPTANCE OF EMPLOYEE

I, **VIJAY R** have read and clearly understood the above as well Annexure A & Annexure B, the terms governing my services and employment with Intelizign Lifecycle Services Pvt Ltd., and the same are acceptable to me. I have understood that failure to do so might result in termination, disciplinary, and/or legal action.

Place :

Date :

Signature of the Employee

Intelizign Lifecycle Services Pvt. Ltd.

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Page 11 of 11