

Offer Letter

Date: Feb 22, 2021

Mr Prashanth Koganti Hyderabad +91 9989253136

Dear Mr Prashanth Koganti,

Pursuant to our discussions, we are pleased to offer you the position of IOC Trainee in our organization, operating from our facility at Hyderabad.

Your employment with NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd) would be governed by the Terms and Conditions referred hereto in Annexure 'B'.

Your employment at NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd) is subject to the veracity of the information provided by you in your resume and during the interview. NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd) reserves its right to withhold this offer due to the reasons beyond its control and business contingencies.

You are requested to report at our office, situated at Dallas Center, Floor 12, 83/1, Plot No A1, Knowledge City, Rai Durg, Hyderabad, Telangana 500032, on March 1, 2021 at 9:30AM and meet Ms. Amitha Kolli, Director - HR, for the completion of your joining formalities, failing which, this offer would automatically stand cancelled unless extended by the Company on your request in writing.

Please sign the duplicate of this letter of offer and return it to us by March 1, 2021 as a token of your acceptance of this offer and the terms and conditions of your employment with the Company.

We look forward to a mutually fruitful association with you.

Yours Sincerely,

For NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd),

Mr. Venkat Thotakura EVP/GM - India Operations

Accepted -----Mr Prashanth Koganti

NTT Managed Services India Private Limited (formerly known as Secure-24 IT Services Private Limited) N Heights, Plot. no.12, 4th Floor 4th Floor, N Heights, Plot No. 12, Software Units layout, Madhapur, Hyderabad – 500081. CIN # U72900TG2012PTC110696 Phone: 040-23117747

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	Fixed CTC			
		Annual	Monthly	Options
S. No	Fixed CTC	200,000.00	16,667.00	
	Earnings:			
1	Basic Salary	100,008.00	8,334.00	
2	House Rent Allowance	40,008.00	3,334.00	
3	Conveyance Allowance	19,200.00	1,600.00	
4	Medical Reimbursement	15,000.00	1,250.00	Yes
5	Food Coupon	-	-	No
6	Leave Travel Allowance	-		No
7	Special Allowance	25,788.00	2,149.00	
		200,004.00	16,667.00	
	Deductions:			
1	PF Employee Contribution	12,000.00	1,000.00	
2	VPF	-	-	No
3	ESI Employee Contribution	3,504.00	292.00	
4	Professional Tax	2,400.00	200.00	
5	Labour Welfare Fund	-	-	
6	Tax Deducted at Source		_	
7	NPS	-	=	No
8	Food Coupon Deduction	-	-	
9	LTA Withhold	-	-	
		17,904.00	1,492.00	
	Net Take Home	182,100	15175	

Benefits/R	etirals/Reimbursements		
Gratuity		4,808	
Insurance & Medic	al Benefits	15,000	
* Mobile Reimburse	ment	10,000	833
ESI Employer Cor	tribution	6,504	542
PF Employer Cont	ribution	19,200.00	1,600
Approximate +Benefits	Total CTC = Fixed CTC	255,516	17608

^{*}Loyalty Bonus: You will receive a Loyalty bonus of INR 25000 if you complete 4 years with Secure-24 and INR 50000 if you complete 6 years. You are eligible for this bonus subject to you being "continuously active" in the services of the company for this period, not resigned/serving notice period. This Bonus is subject to change as per the policies of the company.

*Shift allowances as

Mr. Venkat Thotakura EVP/GM – India Operations Mr Prashanth Koganti

^{*} Mobile Reimbursement Based on actuals. The primary usage should be for business purposes. applicable



Annexure B

TERMS & CONDITIONS OF EMPLOYMENT

1. Verification & submission of copies of certificates

You are required to produce all your certificates and documents, specified in Annexure 'C', in original for our verification at the time of your joining and also submit one set of certified photocopies of the same for our records. In addition, you would also be required to submit 3 passport size color photographs and a copy of passport.

In case of your inability to produce the certificates/copies as mentioned above (excluding resignation acceptance letter from your previous employer), you are required to submit the same within one month of your joining the Company, failing which your employment may be terminated at the discretion of the Company. At the time of joining, it is mandatory that you should submit at least your resignation acceptance letter from your previous employer in the absence of your relieving letter.

2. Probation

You would be under probation for a period of three (3) months from the date of your joining the Company and undergo the necessary training. Your performance would be closely monitored during the probation period and such probation period may be shortened / extended depending on your performance and ability displayed during the probation period. During probation, if your performance is found to be satisfactory and you have been successful in the assignments given to you, your services may be confirmed. Company may terminate your employment with the company with immediate effect if any of the terms and conditions as specified herein or any of the policies of the company are violated by you during your probation period.

3. Responsibilities

You would render all reasonable duties and functions expected of you including, but not limited to, using all reasonable endeavors to promote, protect, develop and extend the business of the Company and reporting of any wrongdoing and any wrongdoing of any other employees of the Company immediately on becoming aware of it. During the tenure of your employment with the Company, you will devote your full time and abilities to the performance of the assignments given to you and agree to comply with Company's existing and future policies as may be amended and supplemented from time to time.

4. Working Hours

You shall be present in the office during normal working hours or in shifts as may be communicated to you by your reporting manager. You may be required to come either early or stay late hours depending on the business needs and may have to work additional hours on request of Company's clients. You shall provide details regarding utilization of your time by entering the same into Company's time sheet on a daily basis.

5. Statutory Deductions

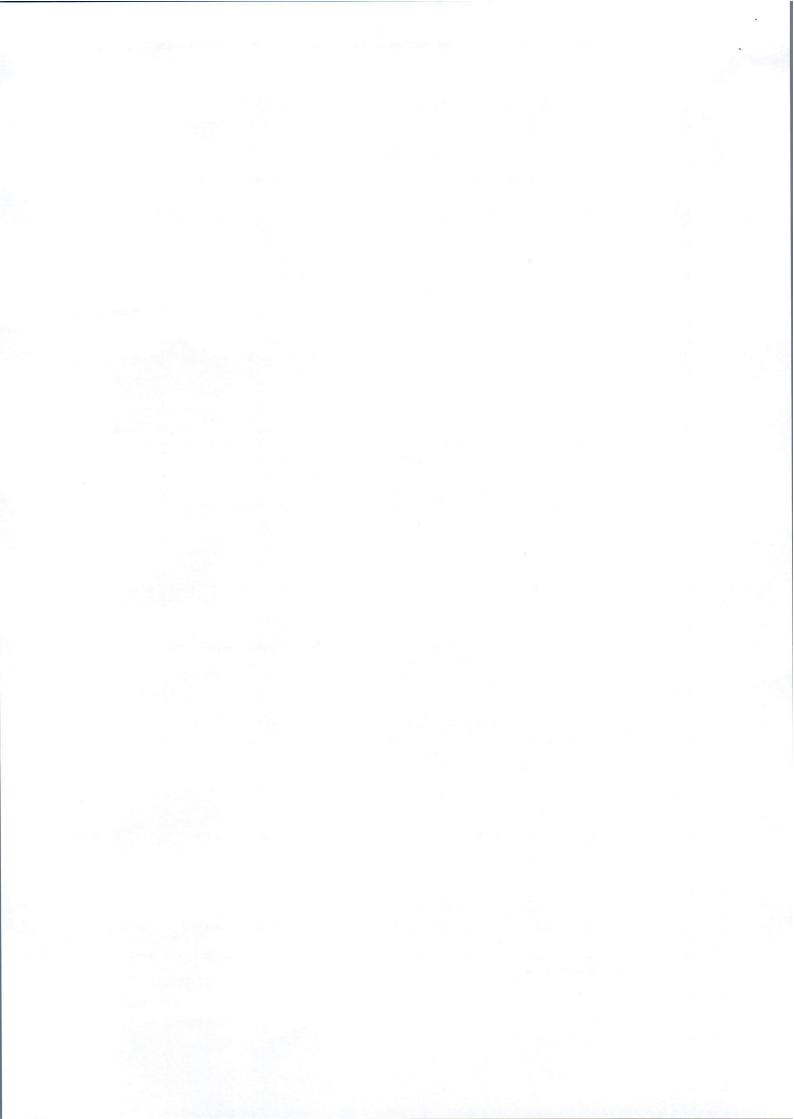
Company will make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instance where Company does not make such deductions, you agree to make such payments to the concerned authorities keeping the Company informed.

6. Insurance

You and your family members, as applicable, will receive Health and Welfare Insurance as per Company's insurance scheme. Company reserves its right to terminate its participation in any of the schemes or substitute another scheme or alter the benefits available to you under any of the schemes. If the insurance company refuses to

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provide any relevant benefits to you under any applicable scheme for any reason, Company shall not be liable to provide or compensate you for the loss of such benefits.

7. Status Report

You will provide to the Company from time to time, with any reports that are deemed necessary, including but not limited to your work related activities and accomplishments.

8. Intellectual property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification(s), or other matter of work whatsoever created, developed, or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of the Company. Any Intellectual Property Rights and the rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to the Company in accordance with the applicable law. You shall assist the Company in perfecting and protecting its Intellectual Property Rights.

8. Confidentiality

During your employment with the Company, you shall work with utmost loyalty and efficiency. You are expected to maintain absolute secrecy with regard to the affairs of the Company, during employment and thereafter. You shall not disclose to third parties any of the trade secrets, know-how, software, literature and other information owned by NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd) or its clients. You agree there is an express prohibition on disclosure of any confidential information post termination of employment with the Company, for any reason whatsoever. Incidentally, you may be asked to execute / sign a Non-Disclosure Agreement.

9. Non Solicitation

During your employment with the Company and for a period of 12 months thereafter, you shall not provide services to any of Company's clients (except as accepted by the Company), directly or indirectly or solicit any business from its clients. During the term of your employment with Company, and for a period of 2 years thereafter, you will not in any way, directly or indirectly: (i) induce or attempt to induce any employee or contractor of Company to discontinue his or her association with Company; (ii) otherwise interfere with or disrupt Company's relationship with its employees and contractors; (iii) discuss employment opportunities or provide information about competitive employment to any of Company's employees or contractors; or (iv) solicit, entice, or hire away any employee or contractor of Company.

10. Code of Conduct

You shall conduct yourself in conformity with the code of conduct of the Company, as in force from time to time, a copy of which would be provided to you at the time of your joining and can also be viewed in Company's intranet. Further, you shall carryout the instructions in letter & spirit, given by your superiors and shall not disobey the instructions given.

11. Restraints

A. Access to Information

Information is available on a "need to know" basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to this data is authorized through access privileges approved by the concerned manager.

B. Non disclosure

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You are expected to maintain utmost secrecy with regard to the affairs of the Company and its business, activities, strategies, details of its clients etc. and shall keep confidential any and all information, instruments, documents etc., relating to the Company and or its client(s) that may have come to your knowledge/possession as an Employee of the Company.

C. Non Compete

Your position with the Company calls for full time employment and you will devote yourself exclusively to the business of the ompany. You will not take up any other work for remuneration (part time or otherwise) or work on

advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company. On leaving the services of the Company, you shall not take up a full-time/part-time employment with any of our customers and associates for a period of 1 year. You understand and agree that such restriction is reasonable and in the interest of the Company's businesses.

D. Authorization

Only those authorized under specific authorization/resolution issued by the Board of Directors of the Company may sign legal documents, representing the Company.

E. Smoking

We owe and assure a smoke free environment to our employees. Barring some designated areas, the entire office premises including conference rooms, lobbies etc., are declared as "No-Smoking Zone".

F. Passwords

Access to our network, development environment is through individual's password. For security reasons, it is essential to maintain confidentiality of the same. If the password is forgotten, our networking team is to be contacted to reset and allow you to have a new password.

G. Security

Security is an important aspect of NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd) 's communication and office infrastructure. If you wish to work late or early hours, you are requested to produce your identity card to the security personnel on demand.

If there is a need to take some of the equipments/infrastructure out of the office premises for any official purposes, you shall obtain the gate pass from the security staff.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, pen/flash drives, and a Company-wide awareness about the need for protection of Intellectual property and sensitive customer information. For some projects, the Company uses sophisticated data encryption devices. You may not be allowed to download any files, images, data of the Company / its clients without specific permission from the concerned manager.

Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with the Administration department. One can take a duplicate key after signing for it for one's own or team members' table or storage, if necessary.

H. Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed / shredded after the purpose is served and if such document / communication is not required for any repository purposes.

I. Use of Company Resources

You shall use any and all Company's resources only for official purposes. Any misuse or breach committed would call for necessary disciplinary action upto and including termination of employment with the Company.

Contingency of Employment.

check reveal information that is inconsistent with the standards of the Company, the offer may be rescinded or employment with the Company may be subject to immediate termination, at the discretion of the Company.

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12. Performance Review

Your performance would be reviewed periodically as per Company's policies and may advice for any enhancement in your gross salary and re-designate your position with the Company. Such enhancement and re-designation would depend on your performance and your ability to accomplish the given assignments and your justification of your role in the Company and at Company's discretion.

13. Statement of facts

It must be specifically understood that this offer is made based on your proficiency in technical / professional skills you have declared to possess as per the application. In case, at a later date, any of your statements / particulars furnished are found to be false or misleading, Company shall have the right to terminate your services forthwith and you shall be considered to have committed breach of Terms and Conditions of your employment.

14. Place of training & transfer

Company at it's sole discretion and to service the requirements of the Company, shall have the right to decide the place of your training and has the right to transfer you to any location, department or establishment in India or abroad, at any time during your employment with the Company. In such a case, you will be governed by the terms & conditions of service applicable to the new assignment.

15. Personal Indebtedness

Company shall not be responsible for any personal indebtedness or other liabilities incurred by you, during your employment with the Company. You understand and accept that you shall have no authority to pledge the credit of the Company to any person or entity without necessary written authorization from the designated Official of the Company.

16. Indemnification

You shall indemnify, defend and hold NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd), its officers, directors, associates and agents, harmless from any and all claims, causes of action, damages, obligations or liabilities or any kind or nature arising out of or connected with any of your acts and omissions which are unauthorized or improper, or which are in breach of the terms and conditions of the employment while you are in the employment of the Company.

17. Termination Notice

Company is an "at will" employer. Your association with the Company is crucial and any separation without notice on your part would cause irreparable damage to the Company. The Company shall by giving a written notice of 90 days terminate your services thereafter. In such instances, instead of the notice, Company may pay you the net salary equal to the notice period at the sole discretion of the Company.

In the event of you initiating the termination process, at the sole discretion of the Company, you shall be provided with an option to provide your services to the Company for a notice period of 90 days or shall be provided with the option to pay a total of 90 days (gross) salary to the Company, to terminate the services thereafter.

However, at any point in time, if any of the terms and conditions are found to be violated or if there is any misbehavior or misconduct or negligence on your part, your services may be terminated with immediate effect without any notice period or payment of salary.



Absence for a continuous period of ten days without prior approval of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.

18. General

The waiver by either party of a breach of any provision of the terms and conditions of employment shall not operate or be construed as a waiver of any subsequent breach. If any provision of the terms and conditions herein shall be declared to be illegal or unenforceable for any reason, the remaining provisions of the terms and conditions shall remain in full force and effect. The courts at Hyderabad shall have exclusive jurisdiction over this offer, your employment, the terms and conditions thereof including but not limited to termination thereof.

The above terms and conditions are based on Company policies, procedures and other rules currently applicable and are subject to amendments from time to time. These policies are available in NTT Managed Services (Formerly known as Secure-24 IT Services Pvt Ltd) 's Intranet Toolkit and you are requested to visit the site to get updated with the changes from time to time. By signing a copy of this offer letter, you are consenting that you will visit Toolkit and get familiarized with Company's policies. You will abide by all other rules and regulations of the Company as shall be in force, from time to time. Any breach of Agreements, policies, terms and conditions may result in damages to the company which in turn has the right to charge you on the same at the Company's discretion.

In all matters, including those not specifically covered herein, such as traveling, Leave entitlement, etc., you would be governed by the rules of the Company which are available in the Company's Intranet page Toolkit.

The Offer Letter, the Appointment Letter and the policies and the code of conduct of the Company together govern the terms and conditions of employment of the employee.

Any claim by you against the Company arising out of your employment / termination of employment shall be made in writing and served upon the Company within one month from the date of your leaving the Company. Any claim made by you beyond one month shall be waived by you and shall not effect or bind the Company with respect to such claim.

You shall not, without specific permission from the Company, accept or demand loans, gifts, any other benefits from the clients of the Company or any person(s) with whom you have official or business contacts in the context of your activities of the Company.

yes
have read the above terms and conditions of Employment and hereby confirm strict adherence to the same.

Date: 05/03/2021

Signature:

Place: hydrabad



Annexure C

 $\underline{\textit{Note: Please submit photocopies of below-mentioned documents. You must also carry the \textit{Original copies for verification}}$

Documents to be submitted

Documents to be submitted	Requirement	Checklist
Mark sheets 10th class or equivalent Intermediate or equivalent Graduation Post-graduation	Mandatory	
Provisional certificates Graduation Post-graduation	Mandatory	
Relevant certificates of Additional Certifications or Courses	As applicable and if available	
Offer Letters, Appointment Letters and Experience Certificates	Mandatory	
Relieving letter from previous employer	Mandatory (If the relieving letter is not available at the time of joining, associates must produce their resignation Acceptance Letter with the seal of the previous employer)	
Salary pay slips of the last three months of experience	Mandatory	
Passport Copy	Mandatory (If Passport is not available, please apply and provide original receipt) (If not available – Driving License/Voters ID or any document that holds proof of associates' address)	
PAN card	Mandatory (If PAN card is not available, please apply and provide original receipt)	
Three passport size colour photographs	Mandatory	

