

Ref No: TC/ENGG/DEL/23-24/January/8
21st January, 2025
Tanay Rathore
Noida

Letter of Appointment

Dear Tanay,

We are pleased to offer you the position of **Design Engineer-Trainee** on the payroll of Truechip Solutions Pvt. Ltd (Truechip or Company), based at Noida, at job grade level **IC-1**, effective from **8th January 2025** on the following terms and conditions:

1. **Basic Salary**

Your basic salary will be **INR 19,000 (INR Nineteen Thousand only/-)** per month. Appropriate Income Tax will be deducted from your remuneration and paid to the Government of India.

2. **Other allowances/ perquisites and benefits etc.**

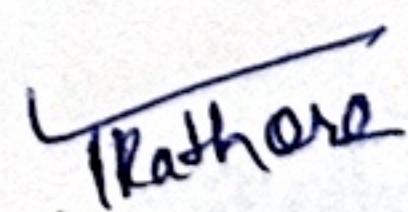
Other monthly/ annual allowances, reimbursements, benefits and perquisites, applicable to you are described in the Annexure (Compensation) to this letter. CFB is explained here:

a. **Client Feedback Bonus (CFB)**

You are enrolled into Client Feedback Bonus Plan. This bonus is paid based on your and Truechip's performance during the year: Jan to Dec. This bonus is paid in two snapshots: Once in the end of Feb and again in the end of May. The target incentive for your level is indicated in the Compensation section, for the full year (payable on a pro-rata basis), provided, you have minimum of 6 months of service (till Dec for the 1st snapshot and till March for the 2nd snapshot), in the year under consideration. The value in the Compensation section is based on the average levels at which previous bonus payments was made. Feedback from your manager at the client office shall be an important factor in deciding the value of the bonus. For employees working at Truechip office, feedback from your manager at Truechip shall be used. Payments under this plan will be made along with your February and May payrolls respectively. Please be informed that, if you voluntarily terminate your employment with Truechip or if your employment is terminated for any cause prior to the date on which, bonus payouts are made, you will not be eligible for the payments under this plan. Please also note that this is variable pay and shall depend on your performance and the Company's performance. The actual bonus paid in this plan is within the complete and sole discretion of Truechip. If you have not completed 1 year with Truechip on the date of payment of bonus (last day of February or last day of May) and your employment is

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terminated (for any reason) within 4 months of receiving such bonus, then you shall be required to refund all such bonus amount to Truechip. Please note IC-1 employees are not eligible for the Client Feedback Bonus (CFB). You will be eligible for the Client Feedback Bonus (CFB) after completing the probation period.

b. Domestic On-Site Allowance

You will be given an On-Site Allowance for the time you are on site with any of our client. This is a monthly benefit and will be computed on pro-rata basis for the time you are working on the client's site. The value of this incentive is mentioned in the cash compensation section of your salary revision letter or appointment letter, whichever is latest. On Site Allowance shall not be provided in the event you are not working at any of the client's site. Few more points regarding the On-Site Allowance: -

- a. While working on client site, in case you do not take any leave in a calendar month, you shall get INR1500.00 (INR One thousand and five hundred only) per month extra (in addition to what is mentioned in the cash compensation of your appointment or last appraisal letter). For employees who start at the client site other than the 1st, working day of the month, or those who stop to work at the client site without completing the calendar month for any reason, this clause shall not apply for that month.
- b. While working on client site, in case you take only one leave in a calendar month, you shall get INR750.00 per month extra (in addition to what is mentioned in the cash compensation of your appointment or last appraisal letter). For employees who start at the client site other than the 1st working day of the month, or those who stop to work at the client site without completing the calendar month for any reason this clause shall not apply for that month.
- c. While working on client site, in case you take two or more leaves in a calendar month, you shall only get a pro-rata value of the On-Site Allowance value (mentioned in the cash compensation of your appointment or last appraisal letter) based on number of days attended at the client site. This shall be the case in case of any leaves including CL, SL, PL or LWP.

3. Probation and Confirmation

You will be on probation for a period of six months from the date of appointment and will continue to be on probation until your services are confirmed, in writing, by the Company. You will be confirmed at the end of the period of probation, if your conduct and performance in the appointed position is found satisfactory during the period of probation. Probation of 6 months might get extended based on performance.

4. Salary Review

To ensure the success of each Truechip employee, periodic process reviews are conducted by the employee's supervisor.

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5. Transfer

Depending upon exigencies of business, your services can be transferred by the Company in any capacity as the Company may desire from time to time, from

- i. One location to another
- ii. One department to another
- iii. One project to another

It is a condition of employment that you can be transferred by the Company anywhere in India or abroad to any of the parent Companies' Subsidiaries Companies, Joint Ventures, Associates, Sister Companies, etc., as per needs. Such transfer will not create for you any right to ask for revision in your salary or other terms and conditions of your services. Consequent to such transfers you will be governed by the terms and conditions of service as applicable to your category of employees in the new place.

6. Working Hours, Holidays and Leave

You will observe the working hours, holidays and leave rules as per the service rules applicable.

7. Health Examination

You will be examined at any time by a doctor of Company's choice for your medical fitness to continue to work for the Company and opinion of the Company's doctor in this regard shall be final and binding on you. If you are found to be un-fit, your services may be terminated at the option of the Company.

8. Proof of Age

You will be required to produce satisfactory proof of age at the time of joining. The same may be evidenced from the school leaving certificate or Passport or Aadhar Card or from the birth registration certificate. Once such proof of age is accepted and recorded on the Company's register you will not be permitted to seek a change of date of birth.

9. Past Record

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material, information, you will be liable to removal from services without any notice or compensation whatsoever.

10. Protection of Company Property

You will sign and return a copy of the "Intern/ Employee/ Consultant Invention and Confidential Information Agreement".

11. Secrecy

You will not at any time disclose to a third party any of the Company's confidential technical information (including but not limited to, name of current projects or planned projects) or any information concerning the business of the Company and its parent and

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affiliated companies, which you may come to know during your services with the Company.

12. **Code of Conduct**

Truechip prides itself as a company with highest order of ethical conduct in its dealings with customers, suppliers, agents and governments. As part of your employment agreement with the Company, it is important that you fully understand this philosophy and imbibe it in your behaviors and actions.

13. **Notice Period**

The Notice Period shall be two and half months during probation & after probation it shall be two and a half months. Either party may terminate this employment by giving a notice of at least Notice Period to the order or full salary in lieu thereof for the Notice Period duration. In the following cases, the Notice Period may be different:

- Working at client site or client project - During your work at the client site or on client project if you wish to terminate your employment with Truechip, you will have to give a notice of at least two and a half months' duration to Truechip. In case you are on probation then also your Notice period shall be two and a half months. Also in this scenario, salary payment in lieu of the notice period shall not be acceptable.
- Employment Bond Period – In case of voluntary or involuntary termination during this period, your notice period shall be two and a half months. Even if the employee resigns during the Stipulated Period, his/her Notice Period will start after the Stipulated Period ends.
- In certain circumstances, including Employment Bond Period, where the management feels that relieving the candidate without serving the full notice period can be damaging to the tasks at hand – the option to buy the notice period may not be given to the candidate.

Please also note that in case you take leaves during the notice period, then your relieving date can be extended by the number of leaves beyond the notice period.

In any case, Truechip shall have the right to terminate employment without notice in case of breach of contract or industrial misconduct by the employee. In case of performance issues, you shall be given a warning and rectification period of 3 weeks. If within these 3 weeks (or any time after that) your performance is not noted to improve, your employment may be terminated without notice.

14. **On Separation**

On termination of employment and/or your resignation during the period of your probation or thereafter, you will immediately give up, to the Company, all the tools, accessories, formulas, documents, specifications, books, etc. of whatsoever nature in your custody, care of charge and obtain clearance certificate from the relevant person/ office/ department, on production of which alone your dues, if any, will be settled by

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the Company. Their maybe applicable taxes to the Full and final settlement amount as per govt norms.

15. **Retirement**

Your age of retirement from the services will be on completion of sixty years. However, you may be retired at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of medical, physical and mental infirmity or not able to perform given work.

The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls.

16. **Other Terms and Conditions**

Your work in the Company will be subject to the rules and regulations of the Company, as promulgated and modified from time to time in relation to your conduct, discipline and other matters.

You shall during the services with us, devote your full time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business or the service except with Company's prior approval obtained in writing.

Whenever there is a change in your personal information, you shall notify the Company in writing within 3 days.

In addition to the above, all such other rules and regulations as maybe in operation at the time you're accepting the appointment with the Company and as maybe amended or altered from time to time at the discretion of the Company will also apply to you.

Non solicitation of Company's employees:

Truechip considers all information concerning its employees to be highly confidential and of prime competitive advantage. As an employee of the Company, you will receive or have access to the identities of other employees in the Company. Therefore, during the term of your employment with us and for a period of one year thereafter, you may not cause, solicit or induce, in any manner, directly or indirectly, any employee of the Company to take up alternative employment.

Non solicitation of Company's clients:

Truechip considers information on its clients to be proprietary and confidential. As an employee of the Company, you will receive or have access to the identities of the Company clients, vendors or business associates. Therefore, during the term of your employment with us and for a period of one year thereafter, you agree that you will not accept employment and/ or assignments, directly or indirectly, with the Company's clients, vendors, business associates or business partners.

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Your acceptance of appointment with the Company will not breach any agreement or obligation of any kind made prior to your employment by the Company, including agreements or obligations you may have with prior employers or entities. You further represents that you have not entered into, and agree not to enter into any agreement or obligation either written or oral, directly or indirectly, that conflicts, in full or in part, with the terms of this appointment, or precludes you, in any way, from correctly complying with such provisions, in full or in part.

You will be required to comply with the provisions of any statute, rules or regulations of the country to which you may be sent for training or assignment as well as those of India and you shall keep the Company indemnified for any penalties which the Company is made to pay for your neglect and/or any violation of the provisions of any statute, rules or regulations and other applicable law.

The venue of arbitration/Legal proceedings shall be New Delhi, and Courts at New Delhi alone shall have the exclusive jurisdiction in proceedings related to the terms of Employment. The proceedings shall be conducted in the English language.

You agree and undertakes to absolve the Company, its servants, and agents from any injury, loss or damage which you may sustain (whether or not by any act or omission or neglect of the establishment wherein are undertaking training or you are on an on-site assignment) during the period of employment with the Company or any of its Group Company. You further agree to indemnify the Company against all proceedings, suits, actions, claims, demands, costs and expenses whatsoever, which may be taken or made against the Company in respect of any injury (whether fatal or otherwise) to any person or damage or loss to any property, occasioned directly or indirectly by any act, omission or other default by you during the period of employment with the Company or any of its Group Company.

In case you leave the employment of the Company, you authorize the Company (at Company's sole discretion) to provide notice of your rights and obligations as part of your appointment with the Company, to your subsequent employer and to any other entity or person to whom you provide services.

During the period of your employment with the Company, you will not, either on behalf of the Company or in the pretext thereof, offer to any company, individual and/or Government officer, any consideration in cash or in kind, other than what is legally acceptable, and approved by the Company. The Company follows a zero tolerance policy towards corrupt practices and you shall strictly abide by this policy. The Company will treat any violation of this term very seriously and shall take strict action. In the event you breach any of the above points you agree to be subject to disciplinary and legal action including an immediate injunction and all other legal remedies.

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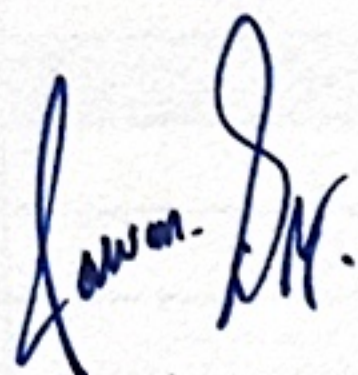
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Please confirm that the above terms and conditions of this employment agreement are acceptable to you and that you accept the employment by signing the duplicate copy of this letter as a token of your acceptance and return it to us immediately.

We look forward to working together to build a successful business.

Yours faithfully,
For Truechip Solutions Pvt. Ltd.



Authorized Signatory
Pawan Singh
Senior Manager – Human Resources

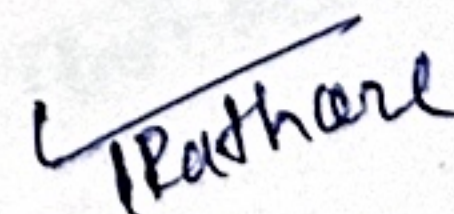
Declaration by Employee:

I understand the above terms and conditions. I agree to accept the employment on the above mentioned terms and conditions.

	First Name	Middle Name	Last Name
Name	: Tanay		Rathore
Permanent Address	: Adresh nagar Khandwa Road Kharagone		
Email ID	: tanayrathore682@gmail.com		
Signature	: TRathore		
Date	: 21/01/25		

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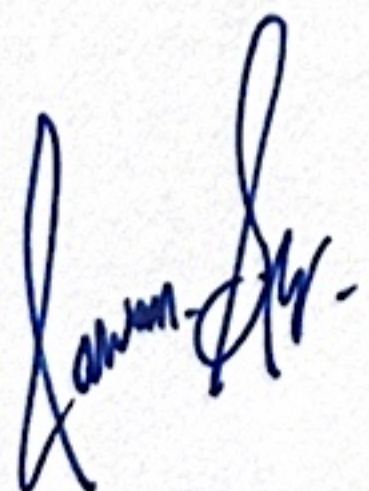
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Compensation

S. No.	Salary Components		Monthly (INR)	Annual (INR)
A)	Monthly Component			
	Basic Salary	:	19000	228000
	House Rent Allowance (HRA)	:	9417	113004
	Bonus	:	1583	18996
	Special Allowance	:	0	0
	Total (1)	:	30000	360000
B)	Flexi Benefits Plan			
	Food Card/Wallet	:	0	0
	Gift Card/Wallet	:	0	0
	Vehicle Lease Rental	:	0	0
	Fuel Expenses	:	0	0
	Chauffeur Salary Reimbursement	:	0	0
	Total Flexi Benefits Plan	:	0	0
	Total (2)		30000	360000
C)	On Site Allowance**	:	6000	72000
	Total (3)		36000	432000
D)	CFB*	:		18000
E)	Performance Linked Pay (PLP)	:		0
	Total (4)			450000
F)	Statutory Component	:		
	PT	:	0	0
	PF (As per Govt norms)	:	1800	21600
	Gratuity (As per Act in India)	:		10962
	Total (5)			482562
G)	Corporate Benefits	:		
	Insurance Premium (GMC & GPA)	:	3000	36000
		:		
	Total Corporate Benefits Cost	:		36000
	Total Cost to the Company	:		518562

- **Refer to Domestic On-Site Allowance section for more details.
- *Refer to the Client Feedback Bonus Section for more details.
- There shall be appropriate deductions from your salary for PF, TDS and any other deductions as per prevailing rules of the government.



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