



Strictly Private and Confidential

13th Dec 2020

Mr. Sundram Mishra,
Bareilly

Dear Sundram,

Subject: Pre-Placement Offer Letter for engagement as a Software Engineer

Welcome to the NIIT Technologies!

We are pleased to make you an offer of full-time employment with NIIT Technologies (the "Company") through this pre-placement offer letter (the "Pre-Placement Letter"). This offer is conditional to: a) completion of Internship with the Company to its satisfaction as contemplated in this Pre-Placement Letter; and b) you being able to show that you possess the performance standard and aptitude expected by the Company. The Company reserves the right to withdraw this offer anytime during your internship.

You expressly agree and acknowledge that you will not have any lien or right on regular employment with the Company, either during the Internship (as defined below) or completion thereof.

This offer is subject to you furnishing the correct information regarding your past service/internship and other records. The Company further reserves its right to conduct background verification check.

Upon fulfilling the aforementioned conditions, at the sole discretion of the Company, you may be hired as an employee of the Company and given an appointment letter governing the terms and conditions of your employment.

The further terms and conditions of this Pre-Placement Letter are as follows:

1. Compensation:

Your annual compensation would be of Rs.2,50,000 /- per annum

Apart from the compensation, you shall not be eligible for any other performance incentive, bonus or any other employment benefits from the Company.

2. Term

Unless otherwise agreed in writing, your full time role with the Company shall commence with effect from Jun 2020 or such earlier date as agreed between you and the Company.


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3. Hours of Work

- a. You will be required to work for nine (9) hours per day from Monday to Friday. Further, depending on project/ work contingencies, work load and business requirements, at any given time you may be required to work outside these stated hours, including weekends.

4. Intellectual Property Rights

- a. You agree to assign to the Company, the entire worldwide right, title and interest in any and all Company's Innovations, intellectual property rights and all associated records. The Company's "Innovations", include but not limited to, processes, machines, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, trademarks, trade names, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software and designs. Company's Innovation are innovations that you, solely or jointly with others, conceive, reduce to practice, create, derive, develop or make within the scope of your work for the Company.
- b. During your tenure or thereafter, you shall perform any acts and execute such documents which in the judgment of the Company or its attorney may be needful or desirable to secure the Company's best intellectual property rights protection and all the rights to such Innovation, invention, discovery or improvement.

5. Confidentiality

- a. You shall neither use nor disclose any secrets, transactions or confidential information related to the Company, its business, customers that you may acquire, at any time during your Internship to any third party other than to perform assigned work for the benefit of the Company.
- b. Confidential information, includes but not limited to, any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, technique, sketches, drawings, models, inventions, Innovations, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed services and products of the Company, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, business forecasts, sales and merchandising and marketing plans and information ("Confidential Information") which according to the Company are necessarily confidential and form valuable property of the Company.
- c. Your obligation not to disclose Confidential Information will be in force even after separation from the Company. You shall hand over all records under your possession to the Company on separation.

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6. Termination

- a. Notwithstanding any of the clauses of this Pre-Placement Letter, the Company reserves the right to terminate you and thereby withdraw the pre-placement offer without assigning any reason and without any notice.
- b. The Company may terminate your fulltime immediately without notice or payment in the event that:
 - i. You are guilty of serious misconduct;
 - ii. You breach any fundamental term or condition of your Internship;
 - iii. You intentionally disobey a lawful and reasonable direction of the Company; or
 - iv. You furnish false information, or pertinent information regarding your background and/or previous employment/ withhold such information from the Company.

7. Indemnification

- a. You shall, at all times, indemnify and keep indemnified the Company against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Company in or in connection with any action, claim proceeding, or demand instituted or made against the Company caused or occasioned by your breach, failure, default or neglect, in the opinion of the Company.

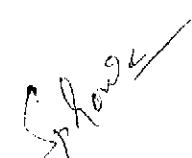
8. Governing Laws and Arbitration

- a. This Pre-Placement Letter shall be governed under the laws of India and subject to the exclusive jurisdiction of courts in Pune.
- b. Any dispute between you and the Company shall be settled by a sole arbitrator to be appointed by the Company, the place of arbitration shall be Pune and the language of arbitration shall be English.
- c. The Company reserves the right to initiate legal action against you in case of breach of this Pre-Placement Letter.

9. Other terms and conditions

- a. You shall be guided by the Company's policies as amended from time to time and shall be required to demonstrate an appropriate behavior towards its adherence and cherish the values propagated by the Company.
- b. This Pre-Placement Letter contains the entire understanding between you and the Company concerning the subject matter hereof and is in addition to any and all prior and contemporaneous negotiations, correspondence, understandings and agreements, whether oral or written, respecting that subject matter. You agree that no representations or promises concerning the terms of your employment have been made except as set forth in this Pre-Placement Letter, and that your appointment with the Company does not violate any conditions of any other agreements you may have made prior to accepting this Pre-Placement Letter.


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Please return the duplicate of copy of this Pre-Placement Letter duly signed by you as a token of your acceptance of the Pre-Placement Letter and terms and conditions mentioned above, failing which this Pre-Placement Letter stands cancelled.

All of us are excited about working with you at NIIT Technologies and look forward to a mutually rewarding relationship.

Thanking you,

Yours faithfully,
For NIIT Technologies

Sushil K
Sushil Kumar Behera
Vice president –Human Resource

ACCEPTANCE

I have read and understood all the terms and conditions contained in this Pre-Placement Letter. It accurately reflects my understanding of the terms and conditions of my Internship with the Company.

I understand and agree that any changes in the terms of your Internship described in this Pre-Placement Letter must be set forth in a written document signed by a duly authorized officer of the Company.

Name: _____

Signature: _____

Place: _____

Date: _____

[Signature]
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[Signature]
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