



HUNT · GATHER · THRIVE

To,

13th May 2021

Shishir S Acharya,

Offer Letter

On behalf of Tundra Technical Solutions India Private Limited, ("**Tundra**" or "**the Company**"), we are pleased to offer you fixed term contract of services with Tundra deputed at **Hudson's Bay Services Pvt Ltd**, subject to the following terms and conditions:

1. This Offer letter shall become a contract upon execution thereof by you upon signing of it on or before **16th May 2021** conveying your acceptance to the terms and conditions of this offer letter (herein after either referred to as "Letter" or "Contract").
2. Subject to early termination or extension of the term in accordance with the terms of this letter, your contract will commence from **17th May 2021** for a period of **12 months** and will expire on **16th May 2022** during which period you will render services to our Client at their premises subject to the terms and conditions stated herein and in accordance to the instructions given to you by us or any other authorized person and will be bound by our rules and regulations.
3. Compensation and Other Benefits: During the term, you will be paid monthly compensation as mentioned in the **Annexure-I** attached herewith. All your payment shall be subject to tax deduction at source as applicable under the Indian Income Tax Act.
4. During your tenure, you shall
 - a. Fully perform the services, in an ethical and professional manner, at the Client's location until the completion of the term of the work assignment.
 - b. During the term of this contract, you will render services exclusively to the Client and such performance shall not be inconsistent with any obligation you may have to any other third parties.
 - c. Not engage in any conduct which is detrimental to the interest of the Client or Tundra.
 - d. Not receive any payments of any nature directly or indirectly from the Client unless agreed to by Tundra.
 - e. Neither directly nor indirectly offer you for employment with the Client or its affiliates during the period of the work assignment without prior permission of Tundra.
 - f. Extend all co-operation to the Client's employees, consultants, representatives, etc., and do all such things as may be necessary and comply with all terms of the Appointment letter to effectively undertake the work.

TUNDRA

HUNT · GATHER · THRIVE

- g. Report and be present at the designated location during the working hours mentioned herein and abide by the rules and regulations as required by the Client.
 - h. Comply with the safety, health and other rules and regulations of Tundra and the Client that you have been made aware of.
 - i. During the course of your contract, you can be transferred to a location within the territory of India as and when required by Tundra for executing the services provided herein.
 - j. You acknowledge that you're joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.
5. The nature of your relationship with Tundra will be that of a Contract of Service for a fixed period. By executing this letter of engagement neither do we offer you employment with Tundra nor do you become an employee of Tundra.
6. Unless the term extended by mutual consent in writing or terminated in accordance with the terms of this letter, your contract for services with Tundra shall stand terminated forthwith upon expiry of the term.
7. Annual leave:

Associates are applicable for leave as per HBC which would be 18 privilege & 12 casual leaves annually , the associates are eligible to avail on pro rata basis . Associate has to apply in HBC HRMS portal. This translates to 2.5 days per month and would be prorated based on your date of joining the company. "Financial Year" is defined as the calendar year commencing on the first day of Jan (1st Jan) to the thirty – first day of December (31st December) of the year.

Associate cannot take more than the leave earned nor will this leave accumulate or get paid in lieu of.
8. Tundra shall be entitled to terminate this Contract without notice, and without affecting its right to other action, in the event if you are found to have engaged in:
 - a. **This offer is subject to clearing your Bachelor's in 2020, should provide the relevant mark cards or electronic result or any supporting documents latest by 2020 , failing which your candidature shall stand terminated.**
 - b. Any act of misconduct or negligence in the discharge of your duties or in the conduct of the activities of our Client,
 - c. Any other act or omission, inconsistent with your duties.
 - d. Any breach of this contract,
 - e. Any breach of the Confidentiality and Non-Disclosure.
9. In any event, other than that mentioned above, either party will be free to terminate this contract at any time, with or without cause upon **60** days prior written notice by the party desirous of terminating the contract. Tundra shall also be entitled to terminate this Contract by making payment for the balance period of notice in the event of termination at shorter notice than 15 days.
10. Termination of this contract shall not affect the obligations of the parties that have been incurred prior to such termination and Tundra shall promptly settle all your dues after making the applicable deductions.



HUNT · GATHER · THRIVE

11. You agree to defend, indemnify and hold Tundra and the Client harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of your failure to satisfy any of your obligations under this Contract or for misconduct or for violation of any law or creation of any legal liability by you.
12. Any dispute between you and Tundra shall be referred to a sole arbitrator appointed by Tundra. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at Bangalore, Karnataka, India. This Letter shall be governed by the laws of India.
13. You hereby authorize Tundra to make all your payments required to be made to you by Tundra including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account as notified by you in writing.
14. The monthly compensation shall be paid latest by 9th of the following month, for which services are provided. Any reimbursement as applicable and approved in advance shall be made within 10 working days from submission of claim along with supporting documents by you to Tundra

15. Non-Disclosure:

In course of this engagement under this contract, you will have access to certain confidential and proprietary information of Tundra and our Client, and their respective activities. You will not, at any time, without the written consent of an authorized signatory of Tundra, disclose or divulge or make public except on legal obligations, any information of Tundra or our Client whether the same may be confided to you or become known to you during your services under this Contract or otherwise. Further, you also agree to execute appropriate Confidentiality and / or Non-Disclosure Agreements as and when required of you by Tundra or our Client. It is agreed that this obligation shall remain valid and in operation during the term of this contract and for years from termination of this contract.

In addition to the terms contained herein, your relationship with Tundra may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by Tundra and you hereby agree to have read and clearly understood the terms of employment provided in the Service Rules, which is attached herein. We at Tundra would like to create an environment and culture committed to co-operation, quality and responsiveness that permeates every activity. As a new entrant we would like you to add value to this process. Please return the copy of this Offer Letter after affixing your signature at the appropriate place in token of your having read, agreed, fully understood and accepted the terms and conditions of appointment.

I hereby confirm acceptance of the above assignment, on the terms and conditions stipulated therein.



HUNT · GATHER · THRIVE

Accepted and Agreed

Signature:

Date:

For TUNDRA TECHNICAL SOLUTIONS INDIA PVT LTD

A handwritten signature in black ink, appearing to read "H. Sathya Kumar", written over a light blue rectangular stamp.

Authorized Signatory

Signature:

Date: 13/05/2021

Annexure- I

Income tax would be deducted as per the provision of the Income Act 1961

For LTA you will be required to submit valid bills during the financial year to be considered as exempt from Income tax. In case you are not interested in claiming these amounts it would be paid off as a special allowance.

Shishir S Acharya		
	Per Month	Per Annum
Basic	9,550.00	1,14,600.00
HRA	3,820.00	45,840.00
Conveyance	1,600.00	19,200.00
Special Allowance	5,759.00	69,108.00
LTA	2,000.00	24,000.00
Statutory Bonus	0.00	0.00
GROSS	22,729.00	2,72,748.00
PF	1,146.00	13,752.00
ESI	0.00	0.00
CTC	23,875.00	2,86,500.00
Employee PF	1,146.00	13,752.00
Employee ESI	0.00	0.00
PT	200.00	2,400.00
NETPAY	21,383.00	2,56,596.00