

# Offer Letters 11-20

**EXL**

## PRIVATE AND CONFIDENTIAL

Date: 15-May-2024

**Deepti JAICEALEN Rangam**

5/2 , LANE NO-2 KRISHNA NIWAS, GANGOTRI NAGAR, PUNE,  
, MAHARASHTRA Pin Code: 411061 LandMark: PIMPLE GURAV  
Pune

## EMPLOYMENT AGREEMENT

Dear **Deepti**,

Further to the recent meetings and discussions you had with us, we are now pleased to offer you an appointment with **EXL Service.com (India) Private Limited** to the position of **Executives** at Band **A1** , on the terms and conditions set out herein after:

### 1. EMPLOYMENT

1.1 Your effective date of joining shall be no later than : **16-May-2024**

1.2 Notwithstanding the afore-said or anything to the contrary contained in this employment agreement or in the Letter of Intent ("LOI") and/ or notwithstanding your acceptance of the LOI or the employment offer, the Company, for any business or operational reasons whatsoever including without limitation any reason which is beyond the Company's control, or due to any unforeseen or unavoidable business circumstances, reserves the right to defer your date of joining to a later date to suit the business requirements. The Company will use reasonable endeavour to inform you at the earliest.

1.3 Your employment with the Company is subject to:

(i) The accuracy and authenticity of the testimonials, documents and information provided by you to the Company. The Company will get authenticity of aforesaid, and of the personal and employment details, provided by you to the Company, validated, either internally or through any external agency engaged by the Company, and by accepting this offer, you hereby agree that you have no objection, and you unconditionally consent, to the same and grant Company the authority and power to do so including to get background verification / checks conducted without any further reference or notice to you and to share the report/s including of any such background verification / checks with any of Company's advisors, attorneys or consultants or to produce, submit or file any such report/s before any court, tribunal, commission, enquiry officer, arbitrator/s, quasi-judicial authorities or government, statutory, labour and/or regulatory authorities or in response to any legal order, summon or notice or refer it and/or its details or contents in any show cause notice, charge sheet or legal / demand notice without any reference or notice to you and/or without your further or additional consent.

(ii) Your being free from any contractual or legal restrictions preventing you from accepting this offer or starting work on the above-mentioned date;

(iii) On our receiving two satisfactory references; and

(iv) Your fully and truly disclosing on your own behalf and, if married, on your spouse's behalf, full details of any external directorships held and any personal business interests including partnerships, proprietorships, shareholdings and trusteeships; involvement in any other business ventures, profession, vocation, occupation, etc. involving limited or



unlimited liability; personal liabilities in connection with above-said activities; and involvement in other positions external to the Company and acceptance by the Company of those external directorships, interests and/or positions on such terms & conditions as Company may prescribe in its sole discretion. In case Company do not accept or provide consent to any such directorships, interests and/or positions, you hereby agree to withdraw from any such directorships, interests and/or positions immediately and without any demur or protest.

(v) If you breach, fail to fulfill or comply with any of the aforesaid conditions, this offer shall stand revoked automatically without any further reference or notice to you (whether you have accepted it or not) and, if you have already commenced employment with the Company, such employment will automatically terminate without giving you any claim for compensation or damages, but without prejudice to the Company's rights and / or remedies against you.

#### 1.4 Probation:

(i) You will be on probation\* for a period of **180 Days** from the date of joining which can be extended by the company at its sole discretion in case your performance does not meet requisite standards or for any other reason as deemed fit or proper by the company. At the end of the probation period your services with the company would be deemed confirmed unless specifically extended by the company in writing, within the said period of **180 Days**

\*No probation period for Band D and above

(ii) During the period of probation including during the extended period of probation, *if any*, your services are liable to be terminated by either party at any time without cause with **15 days** written notice or paying to the other party, in advance or simultaneously with letter, salary in lieu of such notice or salary for such period by which the notice period falls short of. However, if the exigencies of work, business or client commitments so requires; or if you are handling any sensitive, critical, confidential or time bound assignment / project / work; or if you want to leave in the middle of work, without serving your full notice period, wherein your presence, involvement or participation is required or is deemed necessary by the Management; or if any work is pending at your end; or if Management does not find suitable replacement or substitute in your place; or if satisfactory, full and proper hand-over and/or knowledge transfer is not given by you to the satisfaction of the Management; or if your not serving full notice period may have adverse impact on the business, client or work commitments or on your team, the Company may decline to relieve you earlier than the expiry of the entire period of notice. Your exit formalities will be initiated, and your relieving and experience letters will be issued subject, inter alia, to your fulfilling the aforesaid requirements. For removal of all doubts, it is hereby clarified that the term salary for the purposes of notice or notice period shall mean gross salary, which shall include basic salary, all the allowances, benefits and perquisites as per Appendix 1.

(iii) In case, during your notice period, you abruptly stop reporting to duties or if you abscond from duties or absent unauthorizedly or absent without authorization without prior information to, and prior permission from, the Management, the Management shall mark you as 'absenting unauthorizedly' / 'unscheduled off' and you shall not be entitled to any salary / wages for aforesaid period. In aforesaid situation, Company shall not be under any obligation to issue your relieving and experience letters. The term 'unscheduled off' shall mean 'absenting unauthorizedly' or 'unauthorized absence'.

(iv) Further, on your giving the notice of resignation, the Company may at its sole discretion relieve you from such date, as it may deem fit, even before the expiry of notice period, by paying salary in lieu of notice period, based on the business needs of the Company which may include without limitation client requirements or any security reasons or any productivity issues or your presence on Company premises including without limitation on the production / operation floor bringing in any negative impact on the working environment. The Company may take appropriate decision on such or similar situation.



Alternatively, Company may instruct you to proceed on garden leaves with salary during the period of your notice.

(v) Company shall recognize and accept the resignation tendered via official Company email (for removal of all doubts, it is hereby clarified that you are not, and shall not be, entitled / authorized / permitted to use client email for sending your resignation) or hard-copy resignation only. Therefore, any resignation submitted or informed via personal email, verbally, via sms, via telephone, via social media, or any other mode whatsoever shall not be recognized or taken notice of by the Company and same shall thus be not binding upon the Company.

(vi) Waiver of notice period is at the sole discretion of the Company. If Company exercises such discretion then notice period shall be waived of by the Company in writing only therefore any verbal assurance given by, or discussion with, supervisor, manager, Human Resources team, etc. would not be binding upon the Company or its management.

## 2. Place of posting

2.1 Your initial place of posting shall be at **Pune** . However, your services are transferable to any other another place either in existence now or which would come into existence henceforth. You may be transferred within India or outside India to serve the Company or any of Company affiliates. You may be transferred to any of Company's or its affiliates existing offices or locations anywhere or to any of the future offices or locations which may come into existence or may get acquired henceforth / any-time in future. It is a condition to your employment that you comply with any such requirements of the Company. The transfer will not deem to constitute a change in your conditions of service. The Company will not be responsible for any of your acts leading to any action against you as per the law of the country or state you have been deputed or transferred to.

2.2 You may however also be required to work at any other place that the Company may deem fit and as may be required from time to time. You may also be seconded, deputed or transferred to any other company associated to the Company or to Company's clients' or clients' customers offices whether in India or abroad.

2.3 Your place of work shall change in case of any relocation of the Company's offices, for which you shall not be entitled to any additional compensation.

2.4 Actual work timings and shifts may vary from time to time based on business and client / client's customer service requirements. The Company reserves the right to change the working hours at any time and employee will be advised of the changes in advance. An employee is expected to work in any shift including in night shift as may be assigned to him/her by the Management.

## 3. Performance of duties

3.1 You shall be assigned with all the duties and responsibilities of the **Executives** at Band **A1** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.

3.2 You shall, at all times, be required to carry out the duties and responsibilities assigned to you by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Company.

3.3. You have represented, stated, affirmed, declared and/or accepted, and/or you hereby represent, state, affirm, declare and/or accept that you presently are not in any kind or form of dual employment whatsoever and/or there is no impediment whatsoever including without limitation legal or contractual that prevents, stops, debars or disentitle you from accepting this



offer or joining the Company's employment, and you hereby unconditionally agree, promise, guarantee and/or consent that you shall, without demur, fully indemnify the Company and its management, directors, managing director, principal officer, officers, employees, representatives, advisors, assigns and successors (here-in-after collectively and/or severally referred to as the "Indemnified") and you shall, perpetually and irrevocably, keep the Indemnified fully defended, saved, harmless and indemnified from or against any or every losses, liabilities, damages, claims, demands, settlements, charges, fees, amounts, expenses and/or costs (here-in-after collectively and/or severally referred to as the "Losses") including without limitation as may be suffered, sustained, incurred or paid by, or alleged, levied or adjudicated against, or demanded or claimed from, the Indemnified. Without prejudice to afore-said, this offer is made on the clear understanding that your employment is on whole-time basis and that you shall not undertake, do, involve or engage in and/or accept any other part-time or full-time work, job, employment or any independent assignments, without the prior authorized, unambiguous and specific written consent of the Company. You shall not, during the term of your employment engage directly or indirectly, whether part-time or full time, whether for profit / commercial interest or otherwise, in any other employment, business, occupation, profession, vocation or activity, whether as a principal, agent, servant, employee or otherwise, which whether or not be detrimental, whether directly or indirectly, to the Company's interests. Any engagement by you as aforesaid shall be construed as dual employment and you shall be liable to face strict disciplinary action for the same, which may go up to termination of your employment without any compensation or damages to you. Further, Company, without prejudice to its rights and/or remedies, reserves the right to seek injunctive relief against you and you hereby unconditionally agree, promise, guarantee and/or consent that you shall, without demur, fully indemnify the Indemnified and you shall, perpetually and irrevocably, keep the Indemnified fully defended, saved, harmless and indemnified from or against any or every Losses including without limitation as may be suffered, sustained, incurred or paid by, or alleged, levied or adjudicated against, or demanded or claimed from, the Indemnified. Notwithstanding anything contrary contained here-in and/or without prejudice to afore-said, the Company reserves the right to claim from you the Losses or any deficit including by way of deductions from your salary, emoluments or remuneration including full & final settlement and/or as per the process of law and you hereby unconditionally authorize the Company to do so without any or further notice or reference to you.

3.4 You shall use the office of the Company only for rendering such services for which you have been appointed.

3.5 You are expected to attend office, except when traveling on business, during the working hours/shifts as may be decided by the Company. The Company practices a 48-hour work/week for all staff and management employees. You may be called upon to work in any of the shifts depending on the business and customer service requirements. Actual work timings and shifts may vary from time to time based on business and customer service requirements. By accepting this offer, you hereby agree to work in any shift including in night shift as may be assigned to you by the management. In case you, for the reasons attributable to you, work for less than 8 / 9 hours a day (*as the case may be depending upon your location of work*), it would be treated as absence from duty and your wages / salary shall be deducted accordingly.

3.6 You shall first apply for leave and get it sanctioned from your supervisor before proceeding on leave. Any leave taken by you otherwise shall not be taken cognizance of and your supervisor shall be entitled to mark you as 'absenting unauthorizably/on unscheduled off'. Any sick leave of over three days' has to be supported with medical certificate, fitness certificate and other medical documents including prescriptions, medicine bills, reports and records to support your sickness and treatment. Any emergency leave shall be informed by you personally to your supervisor over a phone (not via sms) at least six hours before your shift time otherwise you would be marked as 'unauthorized absence /or unscheduled off'.

3.7 The employees shall be entitled to their monthly emoluments only if they give the normal production/output and perform work according to their scheduled working hours. In case, therefore, the employees resort to go-slow and/or intermittent stoppage of work, or slow-down or work-to-rule, or absent from duty, which shall include employee's absence



from the place or places where, by the terms of his/her employment or Company's instructions, he or she is required to work (the employee shall be deemed to be absent from the place where he/she is required to work if, although present in such place, he/she refuses, defaults, omits or neglects to carry out his/her work), or the like, such employees shall be entitled to receive wages/salary only in proportion to the production/output given by them / hours during which they have actually performed normal work. This is without prejudice to the right of the management to effect penal deduction of wages/salary under applicable law or this Employee Handbook.

3.8 You shall use client provided / allotted e-mail for rendering services to client only or strictly for client related official work only. Such e-mail shall not be used by you for any other purpose including without limitation for applying for leave, for tendering your resignation, for raising any grievance, etc. Further, you shall not communicate with the client or with client customers' directly via any mode or medium whatsoever unless prior written specific authority is provided to you by the Management.

#### 4. Background Verification

The Company will get employee's background verified either internally or through any external agency engaged by the Company. By accepting the employment offer, employee agrees that he/she has no objection, , to any such background verification and grants the Company the authority and power to do so including to get background verification / checks conducted without any further reference or notice to employee and to share the report/s including of any such background verification / checks with any of Company's advisors, attorneys or consultants or to produce, submit or file any such report/s before any court, tribunal, commission, enquiry officer, arbitrator/s, quasi-judicial authorities or government, statutory, labour and/or regulatory authorities or in response to any legal order, summon or notice or refer it and/or its details or contents in any show cause notice, charge sheet or legal / demand notice without any reference or notice to employee and/or without further or additional consent from an employee.

#### 5. External Interests

Every employee shall fully and truly disclose on his/her own behalf and, if married, on his/her spouse's behalf, full details of any external directorships held and any personal business interests including partnerships, proprietorships, shareholdings and trusteeships; involvement in any other business ventures, profession, vocation, occupation, etc. involving limited or unlimited liability; personal liabilities in connection with above-said activities; and involvement in other positions external to the Company and acceptance by the Company of those external directorships, interests and/or positions on such terms & conditions as Company may prescribe in its sole discretion. In case Company do not accept or provide consent to any such directorships, interests and/or positions, employee shall withdraw from any such directorships, interests and/or positions immediately and without any demur or protest.

#### 6. Compensation



6.1 As compensation for services to be rendered, you shall be paid a Basic Salary of Rs. **1,80,000** per annum The salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month but before expiry of the 7th day of the succeeding calendar month. Other allowances and benefits payable shall be as detailed in Appendix 1 hereto.

6.2 The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal

income, shall be fulfilled by you.

6.3 The compensation paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of any other allowances.

6.4 By accepting this offer you authorize the Company to deduct from your remuneration including on termination of employment (including from salary, salary in lieu of notice, holiday pay, allowances, discretionary bonus (*if any*), etc.) all debts owed by you to the Company or any of its group or affiliate companies or any fine or recovery imposed by the Company including pursuant to the Company's disciplinary procedure or to deduct any amount for absence from duty or for notice period not served by you or for damage to or loss of goods or Company assets or for recovery of advances or loans, etc.

6.5 As per the current policy of the company, you will be eligible for a target performance bonus above your Fixed CTC, consistent with the targets and other criteria of the Company's corporate bonus policy. The bonus is payable only if you are employed by the Company on the date of the bonus payment and have not given notice of resignation prior to the said payout date. This policy is subject to change at the discretion of Management. Taxes as applicable shall be deducted. (\*Not Applicable for employee who are on another incentive plan)

Bonus payments are subject to approval of the Company's board of directors (the "Board") and bonuses generally are reviewed, approved and paid during the March/April timeframe of each year as determined by the Board in its sole discretion

## 7. Confidentiality

7.1 The term "Confidential Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public at large and that concerns the business, activities, employee relations, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company or to Company employees, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company. You shall hold such Confidential Information in trust and confidence and not disclose or divulge such Confidential Information to any other person or entity or use any such Confidential Information for your own benefit or the benefit of any other party, unless so authorized by the Company or required to be so disclosed or divulged in the course of the proper execution of your duties. You agree to sign the 'Confidentiality and Non Compete Agreement' in the form annexed to this letter.

7.2 You undertake not to make copies or duplicates of any Confidential Information or other sensitive property or materials of the Company, including but not limited to keys, access cards, diskettes, programs, photographs or such other proprietary information relating to the Company's business.

7.3 You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company.

7.4 You agree and confirm that the terms and conditions of this Clause 5 shall survive the termination or discontinuation of your services with the Company.



## 8. Intellectual property rights

You shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by you, either individually or jointly with others, during your employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. You agree to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. You agree to assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the Inventions, information, materials, products and deliverables developed during the performance of services to the Company. You agree that all the work performed by you and all Inventions, information, materials, products and deliverables developed by you while in the employment of the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. All such Inventions, information, materials, products and deliverables shall be deemed to be "works made for hire" under the United States Copyright Laws or applicable Indian laws (or any other applicable law). If and when required by the Company, you shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. You shall execute and do all instruments, acts, deeds and other things, which may be required by the Company for assigning, licensing any Inventions made during the employment, which shall vest with the Company including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by you during the performance of your services as an employee of the Company.

## 9. Disciplinary action procedure

Any breach of the Company's Code of Conduct, policies, etc., or any act of omission or commission constituting misconduct, or failure to attain or maintain a satisfactory work standard, by any employee will be regarded as a disciplinary or capability matter. The procedure for such misconducts, matters or offences including major misconduct shall be as set out under the Code of Conduct and/or Progressive Disciplinary Policy. If you are accused of misconduct, you shall be liable to be suspended from service pending or in contemplation of enquiry. During suspension, you shall be entitled only to a subsistence allowance at the rate described in the attached Appendix - 2, forming an integral part & parcel of this employment agreement. The rate of subsistence allowance, as described in Appendix - 2, is as per the prevailing statutory regulations and is subject to change in terms of any statutory amendment thereto. Accordingly, the rate of subsistence allowance as per prevailing regulations, applicable from time to time, shall apply. If you are found guilty of any charge of misconduct, you shall be deemed to be absent during the suspension period and not be entitled to any compensation, remuneration or other amount except the subsistence allowance paid / payable. In the enquiry, you may bring only a co-employee (who is not accused of similar charges) to represent or assist you. In no case would you be entitled to bring any outsider who is not employed with the Company, to represent or assist you at such enquiry.

## 10. Code of Conduct

You shall abide and be bound by the Company's Code of Conduct, and the Code of Conduct will form a part of this employment agreement. The Code of Conduct may be changed at any time at the discretion of the Company and the changed Code of Conduct shall thereupon bind you. You will also carry out and abide by any instruction, policy issued by the Company from time to time.



**11. Lay off, termination of employment and retirement**

11.1 The Company may, in the event of shortage of orders, finance, stores, power, etc., or, breakdown of machinery, equipment, communication or network systems, etc., or any serious technical issues, or any restrictions or the like placed by the Government or any statutory authority or the like, or seasonal variations or adverse climatic conditions or the like, or fire, catastrophe, civil commotion, epidemics, natural calamity, disaster, strike or slowing down of work on the part of employees, or any other sufficient cause of any nature whatsoever, temporarily stop work in any department / unit of the establishment or part thereof and lay-off any employee or employees concerned (including you), continuously or intermittently, for such period(s) as deemed necessary by the Management Company.

During any period or periods of lay-off, you shall not be entitled to any wages or compensation except compensation under any applicable law; provided that, in case of lay-off for more than 45 days during any period of twelve months, no lay-off compensation, in any case, shall be payable to any employee after the expiry of the first 45 days of lay-off, whether continuous or intermittent, which you are hereby deemed to have specifically agreed to by accepting the offer of appointment and remaining in the service of the Company.

11.2 (A) After completion of the Probationary period, either the Company or you may at any time terminate this agreement without cause by giving in writing to the other party 45 days notice or paying to the other party, in advance or simultaneously with letter, salary in lieu of such notice or salary for such period by which the notice period falls short of. However, if the exigencies of work, business or client commitments so requires; or if you are handling any sensitive, critical, confidential or time bound assignment / project / work; or if you want to leave in the middle of work, without serving your full notice period, wherein your presence, involvement or participation is required or is deemed necessary by the Management; or if any work is pending at your end; or if Management does not find suitable replacement or substitute in your place; or if satisfactory, full and proper hand-over / knowledge transfer is not given by you to the satisfaction of the Management; or if your not serving full notice period may have adverse impact on the business, client commitments or on your team, the Company may decline to relieve you earlier than the expiry of the entire period of notice, and withhold your relieving and experience letters. Your exit formalities will be initiated, and your relieving and experience letters will be issued subject, inter alia, to your fulfilling the aforesaid requirements. For removal of all doubts, it is hereby clarified that the term salary for the purposes of notice or notice period shall mean gross salary, which shall include basic salary, all the allowances, benefits and perquisites as per Appendix 1.

(B) In case you, during your notice period, abruptly stop reporting to duties or if you abscond from duties or absent unauthorizedly or absent without authorization without prior information to, and prior permission from, the Management, the Management shall mark you as 'absenting unauthorizedly' / 'unscheduled off' and you shall not be entitled to any salary / wages for aforesaid period. In aforesaid situation, Company shall not be under any obligation to issue your relieving and experience letters. The term 'unscheduled off' shall mean 'absenting unauthorizedly' or 'unauthorized absence'.

(C) Further, on your giving the notice of resignation, the Company may at its sole discretion relieve you from such date, as it may deem fit, even before the expiry of notice period, by paying salary in lieu of notice period, based on the business needs of the Company which may include without limitation client requirements or any security reasons or any productivity issues or your presence on the Company premises including without limitation on production / operation floor bringing in any negative impact on the working environment. The Company may take appropriate decision on such or similar situation. Alternatively, Company may instruct you to proceed on garden leaves with salary during the period of your notice.

(D) Company shall recognize and accept the resignation tendered via official Company email (for removal of all doubts it is hereby clarified that you are not, and shall not be, entitled / authorized / permitted to use client email for sending your





resignation) or hard-copy resignation only. Therefore, any resignation submitted or informed via personal email, verbally, via sms, via telephone, via social media or any other mode whatsoever shall not be recognized or taken notice of by the Company and same shall thus be not binding upon the Company.

(E) Waiver of notice period is at the sole discretion of the Company. If Company exercises its discretion then waiver of notice period shall be in writing only therefore any verbal assurance by, or discussion with, supervisor, manager, Human Resources team, etc. would not be binding upon the Company or its management.

(F) After notice of termination, you shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you.

11.3 Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company, and return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business or proposed business of the Company. The Company reserves the right not to relieve you of your employment in the event that all the Company's documents / property / Confidential Information in your custody have not been properly handed over by you to an authorized representative of the Company.

11.4 The Company reserves the right during any period of notice to exclude you from the premises of the Company, or to require you to carry out specified duties at premises other than those referred to in paragraph 3.1 above, or to carry out no duties, and to instruct you not to communicate with clients, client's customers, employees, agents or representatives of the Company until your employment has been terminated, provided that you will continue to be paid and to enjoy normal contractual benefits during any such period. You shall not be entitled to engage in any other employment, work or business during the notice period. You shall not be entitled to take any leave (unless applied for and permitted in writing, and sanctioned, by the management and on such terms & conditions as may be prescribed by the management) during the notice period. Any leave sanctioned by the management shall result in extending your notice period by number of days you had taken the sanctioned leave.

11.5 You shall retire on your 60th birthday or the last day before that, if your birthday does not fall on a working day.

11.6 In addition to all the rights of the Company provided for in this employment agreement and under law, the Company may terminate your employment forthwith in any of the following circumstances:

- (i) Breach by you of any of the terms of this employment agreement;
- (ii) Breach of any clauses of the Company's Code of Conduct as referenced in clause 8 hereinabove;
- (iii) Unauthorized absence beyond a period of 5 (five) consecutive days;
- (iv) Inability to perform your duties beyond a period of (30) days, whether on medical grounds or on any other grounds;
- (v) Physical or mental incapacitation to perform your duties;
- (vi) Any misrepresentation by you to the Company, whether made orally or in writing and whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto;



- (vii) Commission of any act detrimental to the interests of the Company;
- (viii) Commission of any act of moral turpitude;
- (ix) Major misconduct;
- (x) Commission of an act of insolvency;
- (xi) Conviction in any court of law for the commission of any crime; or
- (xii) Your performance is continuously measured as below expectation for a period of two months, despite due training.
- (xiii) Either refusing to appear for a drug test as per company policy or failing to clear the drug test.
- (xiv) Breach of Information Security Guidelines

Every EXL employee must be aware of their individual responsibility to maintain compliance with Information Security, Cyber Security and Data Privacy policies and undergo periodic trainings and awareness in this area. All employees must refer to understand the Company's requirements with respect to the collection, storage, use, transmission and disposal of information in electronic, voice or tangible written forms. The policy also details out guidelines for laptop users, access control, Email access, password management, Blackberry and PDA usage and maintaining clean desk. All the employees of EXL are required to fully comply with the aforesaid policy.

It is mandatory for all employees of EXL across levels to complete the Information Security Training within prescribed timelines (for details refer to ISG policy guidelines)

Not with standing anything contained in clause 11.6, the Company reserves the right to terminate your employment without giving any notice period or pay in lieu thereof if you are in breach of the sub-clauses of clause 11.6 hereinabove.

## 12 Job Abandonment

If you, abscond from duties, or remain unauthorizedly absent or absent without authorization, or abruptly stop reporting to duties, or absent unauthorizedly without prior information to, and prior permission from, the Management, or remain absent without leave, or over-stay beyond your approved leave, for sixteen (16) consecutive days', it will be deemed that you have voluntarily resigned from the services of the Company or relinquished your employment and in such an event your name shall automatically stand removed from the rolls of the Company. The Company in such a case shall not be under any obligation to issue your relieving and experience letters. Company shall further be entitled to recover salary in lieu of notice not served by you from your salary, allowances and full & final payment and you hereby authorize the Company to do so without any notice or reference to you or without any further consent from you. You also agree that Company shall not be under any obligation to prove your intent as described here-in and it shall be deemed that you have no intention to resume duties.

## 13. Others

13.1 You will be bound by the Code of Conduct of the Company and all other rules, regulations, instructions, policies and orders issued by the Company from time to time, in relation to your conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these Code of Conduct, rules, regulations, instruction, policies etc. were part of this



employment agreement.

13.2 You shall immediately inform the Company in writing about any change in your residential address. In case of any delay, negligence, failure or default on your part to do so, any communication, letter, notice, etc. addressed at your last known address available in Company records shall be deemed to be effective and valid communication to you and you shall be estopped from disputing or challenging the same.

13.3 You represent that you have no interest or obligation that is inconsistent or in conflict with the terms contained herein. You agree to notify the Company immediately if any such interest or obligation arises. You also represent that you will not bring with you or disclose to the Company, or use in the performance of your responsibilities at the Company, any confidential information not generally available to the public of a former employer or any other party, unless you have obtained prior authorized written & specific authorization for its possession and use.

13.4 You also agree that, during your employment with the Company, you shall abide by any confidentiality obligations you may owe to any former employer or other party. You also agree and represent that you are not bound by any valid agreement or obligation of non-competition or non-solicitation to any or former employers or other parties.

13.5 If any information furnished by you to the Company is found not to be true or is found to be false, misleading or inaccurate, or if you are found to have suppressed or concealed any material information / fact, or if you have misrepresented anything, the Company shall be entitled to terminate your employment without notice and/or without compensation or damages to you.

13.6 You agree that if you breach any of your obligations *inter alia* pertaining to notice period, confidentiality, intellectual property rights, Inventions, non-compete or non-solicitation, the Company shall be entitled to seek equitable and injunctive relief against, and damages from, you, and notwithstanding anything contrary contained here-in this offer or in any of annexures, appendix, schedules, etc. appended to, or forming part & parcel of, this offer, you shall indemnify the Company for any and all the losses, liabilities, damages, costs or expenses suffered, sustained, incurred or paid by, or claimed / demanded from, or alleged, threatened, assessed / judged against, the Company including without limitation attorney fees and litigation costs. The provisions of this employment agreement shall be construed and governed in accordance with the laws of India.

#### 14. Notification to New Employer

In the event that you leave the employment of the Company, you hereby consent to the notification to your new employer of your duties and obligations hereunder with respect *inter alia* to confidentiality, intellectual property rights, Inventions, your notice period, your non-compete and non-solicitation obligations.

**15. Proprietary Rights:** You shall agree that the proprietary rights in any or all inventions, designs, applications, or work systems which you have made or developed, wholly or partially, during your employment with the Company, shall be the exclusive property of the Company.

**16. Travel for Work:** From time to time you will need to travel within India and abroad. You will need to maintain all required papers (passport, VISAs) to ensure ability to travel at short notice. While your base will remain the EXL Service.com (India) Private Limited region, the Company may request you to spend extended periods of time in other locations including the office of Company's parent company in New Jersey, USA.





**17. Invention Assignment, Confidentiality and Non-Compete Agreement:** Additionally you are also required to sign the Company's standard employee proprietary information agreement relating to confidential information and the assignment of proprietary developments to the Company. Your refusal and/or failure to sign the aforesaid agreement shall be sufficient cause for the Company to terminate your service forthwith without notice and compensation to you.

A copy of the agreement is attached for your signature as Appendix III (as applicable).

Kindly sign and return the duplicate copy of this employment agreement, as a token of your acceptance of the terms and conditions set out herein. Also, please initial each page of the letter.

Please note that by signing this offer letter / agreement, you have agreed to accept the employment with the Company on the terms and conditions set out hereinabove. Upon your signature and return to us, this offer letter will be treated as an employment agreement and the terms and conditions of this employment agreement shall govern your employment with the Company.

This offer shall automatically stand revoked in the event of your not joining the Company on or before the date mentioned in this employment offer letter / employment agreement.

It is a pleasure to welcome you as a member of exl Service.com (India) Private Limited

We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

Yours truly,

For **EXL Service.com (India) Private Limited**

**Parul Kataria**

Vice President 2

I accept the offer on, and agree & consent to and accept, the terms and conditions as described in this letter.

Agreed and accepted, and consented to, by me.

-----

**Deepti JAICEALEN Rangam**

Dated: 16-May-2024

Permanent Address:

5/2 , LANE NO-2 KRISHNA NIWAS, GANGOTRI NAGAR, PUNE,

, MAHARASHTRA Pin Code: 411061 LandMark: PIMPLE GURAV

Pune



## Compensation & Benefits

You may be covered under the Employees' State Insurance Act, 1948 (ESI Act), *if applicable*. The requisite amount as per provisions of, and as prescribed in, the ESI Act towards employee's contribution would be deducted from your compensation. You shall be entitled to ESI benefits in accordance with the applicable statutory requirements.

You shall be provided with superannuation benefits of Employees' Provident Fund and Gratuity in accordance with the applicable statutory requirements.

You shall be covered under, a comprehensive medical insurance coverage (under Medclaim Policy) for self, spouse and dependent children, not exceeding 3 dependents in total, and the personal accident insurance coverage for self only, as per the Company policy.

You shall be entitled to other allowances and benefits, as applicable as per Company's Policies. Details of other allowances and benefits are attached hereto as Appendix 3 (amended from time to time)

You may receive an amount towards annual discretionary bonus based entirely on the management's assessment of your performance, your team's performance and Company's overall performance during the previous calendar year (January to December). This bonus is payable at absolute sole discretion of the management of the Company and will be subject to deduction of tax at source, as applicable. Decision of the management in this regard shall be final and binding upon you, therefore, you cannot claim it as your contractual or legal right. Your entitlement, *if any*, for discretionary bonus shall be subject to *inter alia* –

All bands in support functions and in Operation Management excluding all employees eligible for Payment for Performance

Your name appearing on the pay-rolls of the Company on the payout date of discretionary bonus;

You have not given notice of resignation, or are not absenting unauthorisedly, or have not abandoned your job, or no disciplinary proceedings are initiated / contemplated against you, or you have not initiated your resignation discussions with the management, or you are not on approved sabbatical leave, or you have not initiated your sabbatical leave discussions, prior to or on the payout date of discretionary bonus;

You are not serving, or you are not required to serve, a notice period on the date of payment of said discretionary bonus; and

You are not otherwise disentitled or ineligible in any manner whatsoever to get the discretionary bonus amount.

If any of the aforesaid conditions are not met then any letter issued to you for payment of discretionary bonus prior to actual payment date shall automatically become null & void without any notice and compensation or damages to you and Company shall not be under any obligation to act on, or honour the, same.

### Notes:

The cost to the Company for the above mentioned benefits will be limited to the amount mentioned hereinabove or as provided in applicable policies or as may be determined by the management in its absolute sole discretion from time to time. If any of the above-mentioned benefits becomes chargeable to tax because of any reason whatsoever, it is hereby clarified that it would be your responsibility to pay the taxes, if any. The Company will, in no case, be responsible to bear any of your tax liability.

Benefits provided to you under any applicable schemes will be governed by the Company's rules and regulations framed in this regard. It is the absolute discretion of the management to decide whether any such particular benefit will be provided to you or not.



## Allowances (as applicable)

You may get paid following allowances as per the following specifications and annualized limits.

**\*Telephone Allowance**, which includes telephone(s) installed at your residence, up to a maximum limit as applicable per annum. This will be paid on the submission of telephone bills and evidence of your payment of the same.

**\*Vehicle Running and Maintenance Allowance**: Expenses as provided in applicable policy or as per limits prescribed under the Income Tax Act, 1961 read with Income tax Rules, 1962 as amended up-to-date towards petrol / diesel / CNG and maintenance of vehicle shall be paid up to a maximum limit as applicable per annum. This will be paid on submission of bills.

**\*\*Personal Driver Allowance**: Amount up-to-maximum limit as applicable per annum.

\*Applicable for Band B and above

\*\*Applicable for Band C and above

## CONFIDENTIALITY AND NON COMPETITION AGREEMENT

As a condition of my provision of services to or on behalf of exl Service.com (India) Private Limited.(hereinafter referred to "the Company"), I make the following statements with the understanding and intent that they be relied on by the Company in entering into an agreement and by the Company in extending its offer of employment. I acknowledge and understand that in providing services to and on behalf of the Company, I will have access to Confidential And Proprietary Information (as defined hereunder).

a). I understand that the term "Confidential and Proprietary Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public at large and that concerns the business, activities, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company.

b). I agree that during the period in which I provide services to the Company:

c). I will use my best efforts and exercise the utmost diligence in keeping confidential, all Confidential and Proprietary Information, unless lawfully made available by a client or the Company concerning any client of the Company or by the Company itself which I may learn, acquire or get possession of, during the course of or by virtue of my provision of consulting services to the Company. I will use such materials and information relating to Confidential and Proprietary Information solely for the benefit of the Company and its clients and will not use such information for any other entities or persons. At the conclusion of my relationship with the Company I will return any material relating to Confidential and Proprietary Information and any copies thereof.

d). I agree not to keep at any time on my person or in my possession, except in the necessary performance of my duties, any material relating to Confidential and Proprietary Information acquired by me, whether produced by me or by employees or agents of the Company or any client. I agree to safeguard all such Confidential and Proprietary Information materials while they are in my possession, and to surrender them and all copies, which have been made of them to the Company upon termination of my relationship with the Company.

e). I will at all times exercise discretion in discussing with others the affairs of clients, avoiding unnecessary identification of names, places, and other specifics, and I will take reasonable precautions to make sure that such discussions cannot be overheard, and electronic communications cannot be intercepted either by client's employees or outside persons.

f). I will not make any private use of Confidential and Proprietary Information that may come to my attention because of my employment with the Company, nor will I pass such Confidential and Proprietary Information on to anyone else. I understand the term "use" includes, but is not limited to, anyone's purchase or sale of securities influenced by such Confidential and Proprietary Information, access to which is directly or indirectly due to my relationship with the Company.



g). I agree to disclose and assign promptly, completely and in writing to the Company any inventions, whether or not patentable, and including but not limited to, any innovations on processes, methodologies, software applications or products which I discover, conceive and/or develop, either individually or jointly with others, during the term of my relationship with the Company ("Inventions"). I understand that all inventions which I do hereby assign are and shall become the exclusive property of the Company, whether or not patent applications are filed thereon, and I agree to treat such inventions as Company proprietary and confidential information and to use such solely for the benefit of the Company. I hereby assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the information, materials, products and deliverables developed during the performance of services to the Company. All work I perform and all information, materials, products and deliverables developed by me in acting as a consultant to the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. All such information, materials, products and deliverables shall be deemed to be "works made for hire" under the United States Copyright Laws. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the information, materials, products or deliverables that I developed during the performance of services as a consultant to the Company. I agree to provide all necessary assistance required to perfect such assignment of rights defined in this provision.

h). I will not for a period of two year after the termination of this agreement, whether voluntarily or involuntarily (a) directly or indirectly solicit to provide or provide, without the prior written consent of the Company, any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Firm and for whom I provided any service as an employee of the Company during the five years prior to my leaving or (b) directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any Company or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company's relationship with its employees. The non-compete provisions of this paragraph will not apply to a client of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company and which list of clients I have disclosed to the Company prior to my joining.

i). If I am directed by any governmental agency or judicial forum or asked to testify concerning any matter learned in the course of services provided to or on behalf of the Company, I will immediately notify the Company before making any disclosures.

j). I further agree that in the event of termination of this agreement, or my employment with the Company, whether of my own volition or otherwise, for a period of two (2) year thereafter, I shall not directly or indirectly, provide any services to or take up employment with any of the existing customers of the Company.

k). That in the event I am found to be in breach of this agreement, or my employment agreement with the Company, I shall be liable to pay to the Company a sum equivalent to the remuneration / compensation received by me, from the Company, in the last three months immediately preceding the termination. This will in no way effect the other rights which the Company may have against me, especially the right to obtain injunctive relief against, and damages and indemnification from, me.

**Deepti JAICEALEN Rangam**



## Appendix 1

Name : Deepti JAICEALEN Rangam  
 DOJ : 16-May-2024  
 Designation: Executives  
 Band : A1

| Pay Component      | Monthly Amount | Annual Amount |
|--------------------|----------------|---------------|
| <b>CTC</b>         |                |               |
| <b>Fixed</b>       | <b>22478</b>   | <b>269742</b> |
| Basic              | 15000          | 180000        |
| HRA                | 7478           | 89742         |
| <b>Retirals</b>    | <b>2521</b>    | <b>30258</b>  |
| Provident Fund     | 1800           | 21600         |
| Gratuity           | 721            | 8658          |
| <b>Derived</b>     | <b>0</b>       | <b>0</b>      |
| Total Fixed Salary | 25000          | 300000        |
| <b>Total CTC</b>   | <b>24999</b>   | <b>300000</b> |

\*\* You may receive an amount towards annual discretionary bonus as per the Company's performance bonus policy, based entirely on the management's assessment of your performance, your team's performance and Company's overall performance during the previous calendar year (January to December). This bonus is payable at absolute sole discretion of the management of the Company and will be subject to deduction of tax at source, as applicable. Decision of the management in this regard shall be final and binding upon you, therefore, you cannot claim it as your contractual or legal right. Your entitlement, if any, for discretionary bonus shall be subject to inter alia –

- all bands in support functions and in Operation Management excluding all employees eligible for Payment for Performance
- your name appearing on the pay-rolls of the Company on the payout date of discretionary bonus;
- you have not given notice of resignation, or are not absenting unauthorizedly, or have not abandoned your job, or no disciplinary proceedings are initiated / contemplated against you, or you have not initiated your resignation discussions with the management, or you are not on approved sabbatical leave, or you have not initiated your sabbatical leave discussions, prior to or on the payout date of discretionary bonus;
- you are not serving, or you are not required to serve, a notice period on the date of payment of said discretionary bonus;
- you are not otherwise disentitled or ineligible in any manner whatsoever to get the discretionary bonus amount.





If any of the aforesaid conditions are not met then any letter issued to you for payment of discretionary bonus prior to actual payment date shall automatically become null & void without any notice and compensation or damages to you and Company shall not be under any obligation to act on, or honour the, same.

1. Group Medical insurance coverage for self and dependents (Spouse and 2 children) and Group Personal Accidental coverage for self.

2 .You shall be provided with benefits of Gratuity in accordance with applicable provisions of the Payment of Gratuity Act, 1972 as amended up-to-date

## Appendix - 2

The below rate of subsistence allowance is as per the prevailing statutory regulations and is subject to change in terms of any statutory amendment thereto. Accordingly, the rate of subsistence allowance as per prevailing regulations, applicable from time to time, shall apply.

Rate of subsistence allowance: Reference para 7 of the employment agreement –

If you are suspended, and enquiry is initiated, in

### **A. Noida [Gautam Budh Nagar] (State of Uttar Pradesh) or Gurugram [Formerly: Gurgaon] (State of Haryana) locations:**

Subsistence allowance shall be at the rate of 50% (fifty per cent) of your average monthly salary over a period of three months immediately preceding your suspension. Provided that, you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

### **B. Pune or Mumbai (State of Maharashtra) location:**

(i) For the first ninety days of the suspension period, subsistence allowance to be paid per month shall be equal to one half of basic salary and other compensatory allowances to which you would have been entitled if you were on leave with wages.

(ii) If the enquiry gets prolonged and you continue to be under suspension for a period exceeding ninety days, the subsistence allowance to be paid per month for a further period of ninety days shall be equal to three-fourths of basic salary and other compensatory allowances.

(iii) If the enquiry is not completed within a period of one hundred and eighty days, you shall be paid basic salary and other compensatory allowances in full as subsistence allowance to be paid per month until such time as the enquiry is finally concluded:

Provided that, where the findings of the enquiry officer show that such enquiry is prolonged beyond a period of ninety days, or as the case may be, beyond one hundred and eighty days, for reasons directly attributable to you, the subsistence allowance to be paid per month shall for the period exceeding ninety days or, as the case may be, for one hundred and eighty days, be reduced to one-half of basic salary and other compensatory allowances:

Provided further that, you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.



**C. Bengaluru (State of Karnataka) location:**

(i) Subsistence allowance shall be an amount equal to fifty per cent of the salary which you were drawing immediately before your suspension, for the first ninety days reckoned from the date of such suspension

(ii). If the period of suspension exceeds ninety days, but does not exceed one hundred and eighty days, you shall be entitled to receive, after the said period of ninety days, a subsistence allowance equal to seventy five per cent of your salary which you were drawing immediately before your suspension.

(iii). If the period of suspension exceeds one hundred and eighty days, you shall be entitled to receive, after the said period of one hundred and eighty days, a subsistence allowance equal to ninety per cent of your salary which you were drawing immediately before your suspension.

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, shall, for the period exceeding ninety days shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**D. Kochi (State of Kerala) location:**

(i). Subsistence allowance shall be an amount equal to fifty per cent of your salary which you were drawing immediately before such suspension

(ii). If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

**E. Jaipur (State of Rajasthan) location:**

(i), Subsistence allowance, for the first ninety days of suspension, shall be an amount equal to fifty per cent of your salary which you were drawing immediately before such suspension;

(ii). If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:



Provided further that you shall not be entitled to receive any subsistence allowance

if you accept any other employment, during the period of your suspension.

**F. Hyderabad (State of Telangana) location:**

(i). Subsistence allowance, for the first six months of suspension, shall be an amount equal to fifty per cent of your wages/salary which you were drawing immediately before such suspension;

(ii). If the period of suspension exceeds six months but not one year, the amount of subsistence allowance shall be increased after the expiry of six months to seventy-five percent of your wages/salary which you were drawing immediately before such suspension:

(iii). If the period of suspension exceeds one year, the amount of subsistence allowance shall be increased after the expiry of one year to one hundred percent of your wages/salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of six months for reasons directly attributable to you, the subsistence allowance, for the period exceeding six months, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension:

Provided further that you shall not be entitled to receive any Subsistence Allowance if you accept any other employment, during the period of your suspension.

**G. Chennai (State of Tamil Nadu) location:**

Subsistence allowance shall be an amount equal to fifty per cent of the wages/salary which you were drawing immediately before your suspension, for the first ninety days reckoned from the date of such suspension;

If the period of suspension exceeds ninety days, the amount of subsistence allowance shall be increased after the expiry of ninety days to seventy-five percent of your wages/salary which you were drawing immediately before such suspension:

Provided that where the enquiry is prolonged beyond the period of ninety days for reasons directly attributable to you, the subsistence allowance, for the period exceeding ninety days, shall be reduced to fifty per cent of your salary, which you were drawing immediately before your suspension.

Provided further that you shall not be entitled to receive any subsistence allowance if you accept any other employment, during the period of your suspension.

---

**Deepti JAICEALEN Rangam**



27-March-2024

**Iram Imtiyaz Shaikh**

Near MSEB Office, Survey-153, Jadhav Nagar, Yerawada, Pune, Maharashtra - 411006

Dear Iram,

### **Welcome to Vodafone!**

We are pleased to offer you the position of **Senior Executive, Customer Care Advisor** with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of work will be **Near MSEB Office, Survey-153, Jadhav Nagar, Yerawada, Pune, Maharashtra - 411006**. During your employment with the Company, depending upon business requirements, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad; or you may be required to work from home which shall at all times be based out of the home address as per office records, unless otherwise approved by the company in writing. You are expected to keep your home address updated at all times in company records during the course of your employment and maintain reasonable infrastructure at home to perform your services effectively while you are working from home (details will be provided separately). To provide a seamless employee experience, the IT Assets may be delivered at your doorstep basis your joining location before your joining date. You are expected to keep the same in a good workable condition during and post termination of your employment and any misappropriation, misplacement or damage thereof shall be accountable against you. You shall be responsible for any damage to the assets provided to you by the Company during and post termination of your employment and you agree to the same. For adherence to the applicable regulation related to your employment and all other matters connected with the employment and to provide you any organizational support and assistance that you may require from time to time, your assigned office location be **Pune, SP Infocity**. However, your services are transferable, and you may be assigned to any other department, function, location or to another company under the same management, whether existing or to be set up in future. In such cases, your employment will be governed by the terms and conditions of service applicable at the new undertaking.
2. You are expected to join as early as possible and not later than **15-April-2024** after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.
3. You will be on **probation for a period of six months** from date of joining. You will be confirmed upon successful completion of the probation period.
4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

Vodafone India Services Private Limited, Business@Mantri, Tower B, 3rd Floor, Survey No.197, Hissa No. 2+4 to 7B, Nagar Road, Lohegaon, Pune- 411014, T (+91)020 71270001, [www.vodafone.com](http://www.vodafone.com)

Registered Office: 201-206, Shiv Smriti, 2nd Floor, 49/A, Dr. Annie Besant Road, Above Corporation Bank, Worli, Mumbai – 400 018, Maharashtra. Corporate Identity No. U64201GJ1999PTC059542



5. This letter of intent is conditional and subject to clearance of the **reference check** for employment and education.\*
6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.
  - The relieving / resignation acceptance letter from your present employer
  - 3 passport size photographs & a copy of your PAN card
7. The Compensation and Benefits Program applicable at **Band I** is enclosed for your reference in **Annexure 1 & 2**. Please note the monetary & non - monetary benefits applicable to you are liable to change in case of any change in the current Role/Grade or if the existing policies & guidelines undergo changes.
8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.
9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.

We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**.

---

**Niloy Bakshi**  
**Vice President – Talent Acquisition Head**

**ACKNOWLEDGEMENT & ACCEPTANCE**

I acknowledge the terms, obligation and attachments contained herein, and without demur accept the same.

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* Some roles required 'Address verification' and 'Criminal Record' verification also. Based on your role, you will be informed regarding these verifications by the recruiter.

Vodafone India Services Private Limited, Business@Mantri, Tower B, 3rd Floor, Survey No.197, Hissa No. 2+4 to 7B, Nagar Road, Lohegaon, Pune- 411014, T (+91)020 71270001, [www.vodafone.com](http://www.vodafone.com)

Registered Office: 201-206, Shiv Smriti, 2nd Floor, 49/A, Dr. Annie Besant Road, Above Corporation Bank, Worli, Mumbai – 400 018, Maharashtra. Corporate Identity No. U64201GJ1999PTC059542



| Annexure : Compensation Details - Total Target Cash (TTC)   |  |                               |
|---|--|-------------------------------|
| <b>Name</b>   | Iram Imtiyaz Shaikh  |                               |
| <b>Designation</b>  | Senior Executive   |                               |
| <b>Band</b>   | I  |                               |
|   | <b>Monthly Amount (in INR)</b>   | <b>Annual Amount (in INR)</b> |
| <b>Component (A)</b>  |  |                               |
| <b>Basic Salary</b>   | 12,250   | 147,000                       |
| <b>Housing Rent Allowance</b>   | 6,125  | 73,500                        |
| <b>Management Allowance</b>   | 13,158   | 157,900                       |
| <b>Component (B) - Retirals <sup>1</sup></b>  |  |                               |
| <b>Provident Fund (Company Contribution)</b>  | 1,800  | 21,600                        |
| <b>Total Fixed Pay (A+B)</b>  | <b>33,333</b>  | <b>400,000</b>                |
| <b>Component (C) - Target Incentive <sup>2</sup></b>  |  |                               |
| <b>Target Incentive is @ 5% of Fixed Pay</b>  | 1,667  | 20,000                        |
| <b>Total Target Cash <sup>3</sup> (Fixed Pay + Incentive)</b>   | <b>35,000</b>  | <b>420,000</b>                |
| <b>House Rent Allowance (HRA) – 50% of Basic salary.</b>  |  |                               |
| 1. Retirals includes Provident Fund @ 12% of PF Wages which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund   |  |                               |
| 2. Target Incentive is inclusive of the interim bonus as payable under the statute. Incentive Pay-out will be subject to the incentive plan and framework as applicable to your role  |  |                               |
| 3. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target Incentive. Fixed pay includes Retiral Benefit  |  |                               |
| <b>Gratuity: To be paid as per applicable statute.</b> This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.   |  |                               |
| <b>Taxation:</b><br>All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any) |  |                               |
| <b>Calculate your Net Take Home (Monthly) Salary:</b>   | <ul style="list-style-type: none"> <li>Total Fix Pay (A+B) minus PF (Company Contribution) minus PF (Employee Contribution amount of which is equal to Company Contribution) minus Professional Tax (Rs. 200)</li> <li>In simple words: (A+B) – [2*PF + Professional Tax]</li> </ul> |                               |
| <b>Target Incentive (Variable Pay):</b>   | <ul style="list-style-type: none"> <li>Payout of Target Incentive will depend upon individual performance basis the score cards</li> <li>Target Incentive shall be paid out on monthly basis</li> </ul>  |                               |



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**Annexure 2 – Monthly/ Annual Benefits:**

|   | Monthly/ Annual Benefits                | Entitlements for Band I - CARE  |
|---|---|---|
| Medical Benefits  | Group Personal Accident Insurance (GPA) | A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive <b>INR 25,00,000</b> as per terms & condition of the policy.    |
|   | Group Term Life Insurance (GTLI)        | A comprehensive policy designed to provide life insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for <b>INR 25,00,000</b>  |
|   | Medical - Hospitalisation expenses      | You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children) with total sum insured of <b>6 Lakhs</b> . Co-pay on claims to be applicable as per the medical plan. The premium for this cover is borne by the organization.<br><br>You may also <b>opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount</b> . Co-pay on claims to be applicable as per the medical plan |
| Communication Benefit   | Official SIM Card                       | A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.  |
|   | Data connectivity allowance             | There will be a monthly 'Data connectivity allowance' of <b>INR 800 per month</b> which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.  |
| Work-Life Support   | Leave entitlement as per policy         | You will be entitled to below type of leaves:<br><b>Privilege leave (annual leave) of 22 days</b><br><b>Sick leave - 7 Days</b><br><b>Casual leave - 7 Days</b><br>In addition, there will be <b>11 calendar holidays</b> . Maternity & Parenting leave applicable as per Company's Policy  |
| <b>** The benefits are subject to change as part of periodic review. The latest benefits will be applicable as per the revision by organization</b> |   |   |



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# TOTAL REWARD STATEMENT

| Total reward elements              | Summary   | Value in INR       |
|------------------------------------|---|--------------------|
| <b>A. Total target cash</b>        |   |                    |
| Annual Fixed                       | Pay & allowances as mentioned in Annexure   | INR 400,000        |
| Incentive                          | Short-term Incentive as mentioned in TTC Structure  | INR 20,000         |
| <b>B. Long term Benefits</b>       |   |                    |
| Gratuity                           | Gratuity provision as per applicable statute  | INR 7,071          |
| <b>C. Total monetized benefits</b> |   |                    |
| Health & Connectivity benefits     | Includes Premium toward hospitalization, life insurance and accident insurance cover. Value of Handset Allowance, Official Mobile Plan, Broadband Allowance | INR 25,131         |
| <b>TOTAL REWARDS (A+B+C)</b>       |   | <b>INR 452,202</b> |

Payout will be subject to the incentive plan and framework applicable to your role

- Your Total Target Cash is your cash compensation and includes your fixed pay (including allowances) in addition to your Incentive.
- Monetised value of current benefits available to you as per current company policy. Please note this is a notional amount and does not signify any guaranteed commitment from the Company.
- Gratuity Pay-out is as per applicable statute. This is in addition to the mentioned Annual TTC and does not form part of the fixed payment.

Amounts are subject to change as per the Policy & Guidelines changes.



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**Flex Pay: Do It Yourself**

Dear Colleague,

Vodafone India Services Private Limited empowers its employees to optimize their salary and create tax saving opportunities in line with Local tax rules. You can choose components of your salary from the flexible allowance basket to cater for different lifestyles and life stages.

To help you understand components, below are the details of various choices one can avail:

1. **National Pension Scheme (NPS):** You can choose to invest in Voluntary Pension Scheme to create your corpus towards retirement. Contribution routed through the employer up to 10% of Basic Salary is eligible for tax benefits. We have collaborated with HDFC Bank to provide NPS for Vodafone employees.
2. **Meal Reimbursement:** We have collaborated with Paytm to provide non-transferable meal vouchers (Paytm Food Wallet) capped at INR 26,400 per annum with 100% Tax exemption. You can register your personal number to avail this benefit.
3. **Management Allowance:** It is the balancing component of your salary.
4. Additionally, you can also opt for **Voluntary Provident Fund** wherein you can choose to contribute a sum as per statutory rate, over and above the Employee Provident Fund contribution of 12% towards Social Security. There is **no matching contribution** by the employer.

**Please note:** Tax exemption on all above choices will be in accordance with the prevalent Income Tax Act / Rules.

**Human Resources**  
**Vodafone India Services Private Limited**



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**CONFIDENTIAL INFORMATION**

"**Confidential Information**" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

- a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.
- b) You understand and agree that for performing the work efficiently we would install certain software solutions that will monitor your activity to detect and notify any security violations in order to ensure compliance with the organizational security controls and requirements. By accepting this appointment letter, you provide your explicit and unequivocal consent for the same.
- c) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.
- d) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.
- e) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.
- f) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.
- g) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

**ACKNOWLEDGEMENT & ACCEPTANCE****SIGNATURE:** \_\_\_\_\_**NAME:** \_\_\_\_\_**DATE:** \_\_\_\_\_

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**WE ALWAYS** drive safely and legally; we always wear a seatbelt



**WE ALWAYS** drive safely and legally; we always obey the speed limit



**NEVER** carry out work on any electrical equipment unless you're qualified



**WE NEVER** work under the influence of alcohol or drugs



**Always** wear helmet while riding and ensure that the pillion rider wears a helmet.



When working in the proximity of power, **WE ALWAYS** maintain the required safe distance and use the correct insulated equipment



**WE ALWAYS** drive safely and legally; we never use a handheld mobile device when driving



When working at height, **ALWAYS** wear protective gear, attach a safety harness and use fall protection equipment

Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.  
**Ready?**



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Date: 16 Sep 2024

**MS Saloni Sandeep Shelar**

DO SANDEEP SHELAR SURVEY NO14 JAI  
JAWAN NAGAR NEAR AMRUTESHWAR GANPATI MANDIR PUNE CITY PUNE MAHAPUNE  
CITY Yerawada Sub Post Office Pune Maharashtra 411006

Employee No: 3526875

Dear MS Saloni Sandeep Shelar

**Engagement Letter - Trainee**

With reference to your application to be appointed as Trainee and the subsequent interviews you had with us, we are pleased to appoint you as a Trainee under the Standing Orders of our establishment from 16 Sep 2024 and expire on 16 Sep 2025 subject to the following terms and conditions:

1. Your training engagement shall conclude on the 16 Sep 2025 or it can be terminated earlier with a notice period of 15 days or compensation in lieu thereof. Notice period is subject to change at the discretion of the company by giving you written intimation.
2. You will be paid a stipend as per the below annexure per month subject to ESIC Contributions.
3. You shall be covered under the Group Medical claim and Group Accident Policies of the Company.
4. You will adhere to the instructions of your trainers / mentors and abide by the rules of discipline either existing or enforced from time-to-time.
5. Your candidature for appointment in the same department or any other department will be considered on successful completion of the training. There is no guarantee of employment to be given to you if you could not complete the training successfully.
6. Any breach or violation of the instructions / rules / will render you to terminate the training engagement.
7. You will adhere to punctuality and shall learn the trade/work diligently.
8. You will not be entitled to Bonus and other benefits as applicable to regular employees.
9. The Company reserves the right to conduct background verification through an external agency for which company may share your personal and employment details with the external agencies. In the event it is found that the details furnished by you is incorrect or you have concealed any material information or your BGV report is negative, your services are liable to be terminated immediately without notice period.
10. The nature of your relationship with TeamLease will be that of contract of service from 16 Sep 2024 and expire on 16 Sep 2025. Upon expiry or termination of the work Assignment, your employment with TeamLease shall stand terminated forthwith.
11. In the event of discrepancies in your educational or any other documents or negative background verification, company shall have the right to immediately terminate your services without any notice period.
12. This Offer Letter is subject to your completion of training and successfully clearing the post training assessment. In the event you do not complete the training or fail the assessment, this Offer Letter shall stand null and void.
13. "You shall not, either during or after termination of your employment with client give out to any third part by word of mouth or otherwise, the Proprietary and/or Confidential Information of the Company, that shall include but not limited to all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, products detail, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters pertaining to company or our client. Further, you shall not at any time, whether during or after the period of employment, use such Proprietary or Confidential information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other than our client. This Non-Disclosure obligations enumerated

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above shall be binding on you at all times, irrespective of whether you continue to be employed by the company or not.

14. This appointment letter shall be co-terminus with the agreement we have with our client.

15. During the term of this Appointment Letter, you shall not work or be employed with any other organisation whether part time/full time or as a freelancer.

Please return the copy of the Engagement Letter after affixing your signature at the appropriate place on the office copy in token of your having read, agreed, fully understood and accepted the terms and conditions of engagement. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your training assignment with TeamLease with the acceptance of your first stipend will be conclusive proof of your acceptance of the engagement in accordance with the terms and conditions of the Company's Standing Orders.

**ENDORSEMENT**

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

For **TEAMLEASE SERVICES LIMITED**

Accepted and Agreed



Signature and date:

Name: SALONI SANDEEP SHEKHAR

(Authorized Signatory)



**Salary Annexure**

Employee No: 3526875

| Particulars         | Amount  |
|---------------------|---|
| ESIC - Employer     | 606   |
| Stipend             | 18643   |
| TotalAmount         | 19249   |
| Amount In Words(Rs) | Nineteen Thousand Two Hundred Forty Nine Rupees |

**Net Pay Annexure**

| EARNINGS               | Amount       |
|------------------------|--------------|
| Stipend                | 18643        |
| <b>Gross Earnings</b>  | <b>18643</b> |
|                        |              |
| DEDUCTIONS *           | Amount       |
| Employee ESI           | 140          |
| <b>Total Deduction</b> | <b>140</b>   |
|                        |              |
| <b>Net Salary</b>      | <b>18503</b> |

\* Income-tax deductions, if applicable, will be as per the Income-Tax Act, 1961

\*\* Annual components (like LTA, Medical Reimbursement) would be payable on claims and will be considered for exemption under Income Tax subject to receipt of valid bills for the Financial Year if applicable

Note : This statement is only for the purpose of information and is illustrative in nature

**Mandatory Training Programme - Prevention of Sexual Harassment at Work Place - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (Act)**

In accordance with the provisions of the above Act and the Policy of the Company to create awareness on prevention of sexual harassment at workplace, we urge you to undergo an online training programme, on the subject matter.

Please note that undergoing online training is mandatory for this engagement.

The link to undergo the programme and complete the evaluation is given below.

Link : <https://tconnect.teamlease.com/Learning>

The training programme shall be conducted on a regular basis every year. Please complete the training programme within 15 days of receipt of this letter, after which it shall be treated as a deemed confirmation that you have understood your responsibilities in ensuring a safe workplace.

**Code of Conduct**

Applicable to Associates / Employees working for TeamLease Services Limited. Where Industrial Employment (Standing Orders) Act is not applicable These rules shall be called 'Model ServiceRules' and shall apply to all employees /associates of TeamLease Services Limited.

**(1) Definitions**

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In these rules unless there is anything repugnant to the subject or context

- a. The 'Manager' includes the General Manager or any other person duly authorized or notified in writing to exercise all or any of the powers or functions of a Manager under these Rules.
- b. 'Management' means the Partner, Director, the Managing Director, or such other person having authority to manage the Shop / Establishment
- c. 'Employed' means a person wholly or principally employed, whether for wages (payable on permanent, periodical, contract or piece-rate basis) and includes an apprentice and any person employed in a factory/office/workplace but not governed by the Factories Act, 1948 (63 of 1948) and for the purpose of any matter regulated by Shops and Establishments Act.

## **(2) Classification of Employees**

- i. "Permanent" employee is an employee who has been appointed on permanent basis with a proper letter of appointment under the signature of the Director/Manager/General Manager and shall not include an employee who is on probation, apprentice, casual or temporary
- ii. A "Probationer" is an employee who is provisionally employed with a view to fill a permanent post and is on trial to prove his fitness for holding the said post on permanent basis.
- iii. "Temporary/Fixed Term" employee is an employee who has been employed for the job which is essentially of a temporary nature and likely to be finished within a specified period or for a specific purpose.
- iv. 'Apprentice' (Learner) is one who is engaged or being trained and who may be paid a stipend during the period of apprenticeship.
- v. A 'Casual' employee is one who is engaged for work of casual nature and/or intermittently.

## **(3) Appointments**

- i. All appointments shall be made in the name of the Shop/Establishment under the order of the Director.
- ii. Manager/General Manager and all such appointments shall be signed by him or by any authorized officer or official of the concern.
- iii. firm/company. No other letter of appointment except as issued according to these rules shall be held as valid and binding on the management. The appointment will be based on the information furnished by the employee and in case any information so given found false at any point of time the appointment shall stand cancelled without any notice/compensation. The contract of service may be terminated by any of the party by giving notice 30/15/07 days' salary in lieu thereof or as specified in your appointment letter.

## **(4) Hours of Work**

The working hours of Teamlease or its clients will be based on Organizational requirement and at par with applicable labour laws. With a break of 30 mins provided also that if during any period of stock taking or making of accounts or any other purposes any employee may have to sit for longer period than the working hours of TeamLease or its clients.

## **(5) Punctuality**

Every employee will observe punctuality and if any employee is late by 15 minutes in attending or leaves the factory/office/workplace 15 minutes before the working hours fixed as the case may be, he shall be treated on leave for half a day and if during one month such number of contingencies have been more than three or being repeated, the employee shall be liable for habitual late coming or leaving before time. Disciplinary action to be taken against him and he will be liable for dismissal from service.

## **(6) Casual or Sick Leave**

- i. Every employee shall be entitled in every calendar year to casual / sick leave/earned leave/privilege leave as per the Client Policy.
- ii. The employee must always obtain previous permission for casual leave, but when it is not possible to do so he shall apply in writing as soon as possible for the grant of such leave and Management may condone his absence from duty without previous permission where it appears that absence was caused by some unavoidable circumstances beyond the control of the employee.
- iii. The Management may refuse an application for casual leave from an employee on grounds of exceptional pressure of work or on some other grounds in the interest of work.
- iv. When the application for casual leave is on account of sickness of the employee, his wife, or child and the Management is not satisfied about the correctness of the assertion set out therein, it may either (i) direct the employee to submit a medical certificate in support thereof from a registered medical practitioner or (ii) get the employee or the wife or the child as the case may be examined at the Management's



own expenses by a registered medical practitioner (lady doctor in case of females) for the purpose of verifying the facts mentioned in the application and may grant or reject the application on the basis of the certificate of such medical practitioner.

v. The employees who are covered under ESI Scheme will get the sick leave/benefits as per the approval of the ESIC.

#### **(7) Privilege Leave**

i. An application for privilege leave should ordinarily be made in writing fifteen days in advance.

ii. Privilege leave cannot be claimed by the employee as a matter of right, but will be granted by the Management subject to the exigencies of work.

iii. In case of illness, the management may grant leave even earlier than the completed service of one year. Nothing in these rules debars the management from granting any other leave as it may deem fit as where circumstances of justify.

#### **(8) Maternity Benefits**

Female married employees shall declare at the time of appointment about her stage of pregnancy. She will be entitled to receive maternity benefits if she has actually worked in the establishment for a period of at least 80 days in twelve months immediately preceding the date of her expected delivery as per Maternity Benefits Act, 1961. The total period of the maternity leave shall not exceed twelve weeks pre and post of the delivery. The employee who is covered under ESI Act shall be given this benefit by ESIC.

#### **(9) Obligations of Employees**

a. Every employee shall, in accordance with the policy laid down by the Management, perform his duties entrusted to him from time to time.

b. Except to his direct superior authorities, no employee shall divulge any secret of TeamLease/Client and shall be bound to keep in secret all matters pertaining to the affairs of TeamLease or the Client.

c. All books, records and articles belonging to the Management shall remain in the factory/office/workplace premises of the Management and the employee shall see that these are safely kept and maintained in their proper places.

d. No employee shall remove even temporarily any of the books, records, papers etc., from the premises of the shop/establishment to any other place without the previous permission of the Manager/Director.

e. Every employee, unless prevented by ill health shall during the tenure of his service devote his whole time and attention to the business/affairs of Team Lease/Client in all respect, conform to directions and regulations made by the superior authorities and obey their orders and shall faithfully serve and use his utmost endeavor to promote the interests thereof and serve at such places and in such capacity as the Management may from time to time decide or direct.

f. No employee shall, unless previously authorized by the Management or any other competent authority in this behalf in writing receive, collect any cash or pledge property and assets of the management or sign on behalf of the management or any other corporate or non-corporate business managed by TeamLease / clients.

g. Every employee shall before close of day, deposit with the cashier or any other person authorized to receive cash as the case may be the cash received or collected by him for and on behalf of the management during the course of the day.

h. Any employee disregarding the above provisions regarding receipt, collection or realization of cash property or other assets of the management or signing on behalf of the Management, any receipt of cash shall render himself liable to immediate disciplinary action in addition to such other legal action as the management may be advised to take against him.

i. In the case of employee's taking money in advance from the Manager for purchases of materials or for other purposes shall render account of the same at least once in every week to the officer who sanctioned the advance.

j. Every employee shall observe courtesy and politeness.

k. No employee shall enter into monetary dealings with his colleagues, subordinates or clients or customers nor shall be accept any presents from them.

l. No employee shall use TeamLease / clients name or properties for his own purpose and benefit except when permitted to do so by the management.

#### **Absence and Abandonment of Service:**

If an employee is found absent during working hours from his place of work, he shall be liable to be treated as absent from duty. If an employee is absent from work for 4 consecutive days and remains absent after the expiry of leave.





Originally granted or subsequently extended, he shall lose lien on the job/post and shall be deemed to have left the Company unless he returns to duty within 4 days of the due date and gives the explanation in writing for his unauthorized absence to the satisfaction of the management. The employee shall not be entitled for any wages for the period of his unauthorized absence from duty on the well settled principle of law "no work, no pay" and will lead termination with applicable notice period recovery.

#### **(10) Festival and National Holidays**

Every employee will be entitled to three National Holidays i.e. 26th January, 15th August, and 2nd October besides Festival Holidays as prevalent in the trade/region in which the client is engaged or located.

#### **(11) Transfer**

Every employee shall be liable to be transferred from one place to another, from one department to another or to work in the sister concern whether located in the same place or elsewhere either existing at the time of these rules come into force or come into existence and is set up in future provided that such transfer does not entail reduction in total emoluments. Management may depute any employee for outstation duty in connection with the work or business of TeamLease and its clients with proper notice.

#### **(12) Increments and Promotions**

Subject to the contract of service, if any, the promotion, increment etc. of an employee will entirely depend upon the performance of work and ability and satisfaction he gives to the Management in discharge of his duties and the extent of his usefulness to TeamLease client. The recommendation of the head of the departments to this effect will be considered by Managing Director/ General Manager who will be the final authority to judge the ability of an employee or the satisfaction given by him to the Management in discharge of his duties or his being otherwise useful to the Management. It is made clear that the increment/promotion is not a matter of right of an employee and it will be a complete discretion of the management to consider an employee for promotion and/or increment in wages. Unless otherwise agreed upon in the letter of appointment, increment will be granted with effect from the date from which it is due at least after one year of confirmed service. In case of illness, the management may grant leave even earlier than the completed service of one year. Nothing in these rules debar the management from granting any other leave as it may deem fit as where circumstances of justify.

#### **(13) Accident**

An employee shall be entitled for medical aid/compensation for the accident met during the course of employment as per the Employee Compensation Act and/or ESI Act as applicable. However, it is clarified that all the employees shall observe all the safety rules, regulations and instructions issued by the management from time to time.

#### **(14) Consequences or Termination/Dismissal**

An employee on termination of service with the management will hand over the charge of all moneys, files, registers and other properties of TeamLease / client in his possession or control and hand-over possession of the flat/accommodation.

In the event of failure on the part of the employee to hand-over charge and possession of the Management's properties and premises as aforesaid, the Management shall be at liberty to forfeit the salary, security deposit and other dues if any, of such employee payable by the company, without any prejudice to its right of action which the Management may have in law against such employee.

#### **(15) Suspension**

An employee can be suspended at the discretion of the management for any act of misconduct (as annexed in Annexure A) committed by the employee. The suspended employee shall only be entitled for the payment of subsistence allowance @ 75% wages pending inquiry. In case the charges are not proved, the employee will get full salary for suspension period. The above service rules can be amended, altered or modified at any time.

#### **(16) Penalties for misconduct**

Following minor/major penalties can be imposed

- (1) Censure/warning
- (2) Fine up to 25 to 50% of gross wages in a month
- (3) Termination/Dismissal/Discharge from the services

**Resignation** Any employee may resign from the services by serving the required notice as per your offer letter or payment of salary in lieu thereof and shall be relieved after furnishing the clearance of no dues certificate.

#### **(17) Retirement**



A. An employee shall be liable to retirement on attaining the age of 58 years at any time at the discretion of the management.

B. An employee shall be liable to be retired earlier on medical grounds if he becomes physically or mentally unfit.

#### **(18) Supply of service rules**

The copy of these service rules in English shall be supplied to a employee at the time of his appointment and he/she will sign on each and every page of a duplicate copy thereof as a token of receipt and acceptance along with appointment letter.

#### **(19) Absence and Abandonment of Service**

If an employee is found absent during working hours from his place of work, he shall be liable to be treated as absent from duty. If an employee is absent from work for 4 consecutive days and remains absent after the expiry of leave Originally granted or subsequently extended, he shall lose lien on the job/post and shall be deemed to have left the Company unless he returns to duty within 4 days of the due date and gives the explanation in writing for his unauthorized absence to the satisfaction of the management. The employee shall not be entitled for any wages for the period of his unauthorized absence from duty on the well settled principle of law "no work, no pay" and will lead termination with applicable notice period recovery.

#### **(20) Resignation**

Any employee may resign from the services by serving the required notice as per your offer letter or payment of salary in lieu thereof and shall be relieved after furnishing the clearance of no dues certificate.

### **ANNEXURE-A**

#### **Acts of Misconduct**

Maintenance of discipline among the workmen by laying down rules and regulations from time to time and enforcing the same by such actions as the Management may deem fit, proper and necessary is the inherent and legitimate right of the management. Without prejudice to the general meaning of the expression "Misconduct", it shall in addition to the misconducts as mentioned in these standing orders herein before shall mean and include the following acts whether done or in combination with others. These acts are only illustrative and not in any way to be deemed as exhaustive.

1. Impertinence, insubordination, or disobedience or insult to superior whether alone or in combination with another or others of any lawful or reasonable order of the superior, use or impertinent language use of abusive language or unparliamentarily words, indecent behavior, gesture against any superior officer of the company.
2. Unlawful cessation of work or refusal to work, going on strike in contravention of the provisions under law, participation in a stay-in-strike or any form or go-slow or work to rule.
3. Participating, inciting and/or instigating other employees to take part or to act otherwise in furtherance of an illegal strike or go-slow, stay in strike in any form or illegal strike or action in the furtherance of such strike.
4. Delay in commencing the work or stoppage of work during the stipulated working hours.
5. Theft, fraud or dishonesty in connection with company's business or property of the company or any of its employees or contractors or contractor's employees.
6. Hiding away or attempting to hide any goods, articles, materials documents, plans, drawings, trade, formula, etc. of the company.
7. Dishonesty in connection with the marking of attendance or attempting to mark attendance by card punching or otherwise or punching other worker's card or attempting to mark attendance in other worker's card.
8. Interfering or tampering with or willful falsification, defacement or destruction or forging of any record belonging to the company or to fabricate false evidence in order to get benefit out of it whether for himself or for any other person.
9. Unauthorized absence from duty or from place of work.
10. Habitual absence from duty without permission or without sufficient cause or absence from duty after leave being refused.
11. Applying for leave on false grounds.
12. Demanding, offering or accepting bribes or any illegal gratification from any person in connection with employment or work of the company.
13. Idling or wasting time during working hours or delaying/hampering of production or not carrying out orders of superiors or remaining

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inside the plant premises after authorized hours of work without permission.

14. Disobedience of any rules or instructions given by any superiors, departmental officer or any other competent person.
15. Engaging in personal work within the factory/office/workplace premises during working hours or engaging in double employment or any other profession after the duty hours.
16. Inebriated, fighting, riotous, or disorderly behavior or conduct endangering the life or safety of any person or any other act subversive of discipline whether committed inside or outside the factory/office/workplace premises or in the workers colony provided by the management having a nexus with employment, moral and/or provided by the management having a nexus with employment, moral and/or safety of any workman or other employees.
17. Any act of sabotage or plant, machinery or any property of the company.
18. Refusal to keep the machine, equipment, components, tools clean.
19. Giving false information regarding his name, age, father's name, qualification or previous service at the time of employment or thereafter.
20. Any offence involving moral turpitude committed anywhere which is punishable under the Indian Penal Code or under any other law.
21. Smoking, chewing of betel and spitting where it is prohibited within the factory/office/workplace premises.
22. Not informing change of address.
23. Damage or attempt to cause damage to work in progress or to any other property of the company or its contractor or the co-operative society of the employees.
24. Refusal to accept transfer from one job to another or from one shift to another or from one section or department to another or from one place to another whether locally or out of station from one establishment to any other establishment under the same Management provided wages are not affected adversely.
25. Failure to wear tight fitting clothing's or to observe safety instructions or unauthorized removal or interfere or damage to machine guards, fencing or other safety devices provided for the purposes of securing safety of himself and/or of other workmen.
26. Threatening, assaulting, intimidating or misbehaving with any officer, workman or any other employee of the company or client or client employees, vendors and partners etc whether inside or outside the factory/office/workplace premises or incitement to or abetment of any of these acts.
27. Yearning female employees or passing indecent remarks either at the factory /office/workplace premises or outside or in the transport of the company.
28. Knitting by female employees during working hours.
29. Wearing provocative dress by female employees.
30. Carrying of any lethal weapon, arms or inflammable material or other prohibited articles within the factory/office/workplace premises.
31. Gambling or playing cards or indulging in any activity involving moral turpitude within the factory/office/workplace premises and/or in the workers colony provided by the Management.
32. Sleeping while on duty.
33. Distributing or exhibiting inside the factory/office/workplace premises or residential colony hand bills, pamphlets, books, or posters etc., without prior permission in writing of the Manager or of any authorized person.
34. Refusal to do over time on any day or refusal to work on weekly off day or holidays when asked for, except on health ground if certified so by the company's Medical Officer.
35. Any act of coercion against the Management or any of the Managerial staff of the company for fulfillment of demands.
36. Disclosing to any unauthorized person any information relating the secret of the trade of the company which may come into the possession of knowledge of the workman during the course of his employment.
37. Entering the factory/office/workplace premises when not on duty without proper permission. Taking out of factory/office/works any articles of material belong to the company without a gate pass issued by authorized signatory.

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38. Expecting or otherwise committing nuisance within the factory/office/workplace premises other than that in the spittoons or urinals or latrines for the purpose.
39. Collection of money or subscription in the factory/office/workplace premises.
40. Convictions by any court of law for any criminal offence.
41. Refusal to accept notice or letter of suspension warning show cause notice or any other communication issued by the Management.
42. Indulging in any union or political activity inside the factory/office/workplace premises.
43. Loitering in the factory/office/workplace premises during working hours or visiting another except in the discharge of normal duties.
44. Money lending or borrowing among factory/office/workplace workers.
45. Unauthorized absence from the place of work. Remaining absent for 8 consecutive days excluding holidays and weekly off or overstaying without prior sanction for more than 8 days exclusive of weekly off. Overstaying without prior sanction for more than 8 days exclusive of weekly off.
46. Breach of any rules or instructions for the running of any department or any other work while in service of the company.
47. Breach of any clause of the Services Rules and Regulations, any terms of conditions of services mentioned in the letter of appointment, making false, vicious or malicious statement in public or otherwise against the Company/factory or Management or officers.
48. Writing of anonymous letters and criticizing the superior officers or any co-workers of the company.
49. Refusal to use punching clock for time keeping and/or any other method of ensuring attendance.
50. Carrying Company's goods to the house or any other place outside the works- premises without prior written permission of the superior.
51. Unauthorized use of any of the company's facility/equipment or any other thing for personal use.
52. Striking work whether single or jointly by any workman of the public service department/section/office/factory/workplace.
53. Using unauthorized Company's announcement system or its notice board(s).
54. Wasting Company's stationery and/or personal use of the same.
55. Non-observance of standard work practices or specified quality control circles/rules.
56. Habitual late attendance or habitual leaving duty before time.
57. Transfer of Identity Card, ESI contribution card, time cards, out pass or any other property of the Company to another workman.
58. Refusal to act in a higher position, if offered by the Management.
59. Refusal to report immediately to the next superior or the Head of the Department of any defect in Machinery/equipment or damage to property or any dangerous condition likely to cause accident or injury to any person or failure to report immediately any accident caused inside the factory/office/workplace.
60. You shall not do or support in normalization of unaccounted money earned from illegal activities or officially unreported activities.
61. Willful disfigurement, destruction or alteration or forgery of any record of the company.
62. Failure to carry on duties and obligation under these Standing Orders or committing breach of any provision in these Standing Orders.
63. Bringing inside the works, premises, possession or use of Alcoholic drinks, Narcotic Drug and/or within the Company premises or reporting to work while under the influences of alcoholic drinks or narcotic drugs.
64. Refusal to be searched by any of the Company's Security personnel or any other authorized persons, Refusal to obey security instructions. Attempting to bypass.
65. You shall not do or commit any act which shall cause loss of reputation to the company or its client.

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Doc ID: TL/061EF025B0D

Date: **06 Feb 2023**

Ref No: **SSPLLETTER/04252/18-19**

### LETTER OF APPOINTMENT

This Letter of Appointment (**Hereinafter referred as "LOA"**) is entered into on **06 Feb 2023** by and between **School Shop Pvt. Ltd. ("Employer")** having its registered office at #41, 8th Cross Road, Goraguntepalya, Yeshwanthpur, Bangalore - 560022, Karnataka, India and **Aishwarya Nilesh Borkar ("The Employee")** bearing employee code no. **20235850011** Residing At **Mumbai**

- A. WHEREAS the Employee desires to be employed by the Employer and the Employer has agreed to employ the Employee on the terms and conditions contained herein.
- B. This LOA shall be effective as of the first day of Employee's employment with the Employer.
- C. NOW, therefore, this LOA witnesses that in consideration of the mutual covenants contained therein it is hereby agreed by and between the Parties as under.
- D. The term "Parties" refers to the Employer and the Employee collectively, and the term "Party" refers to either of them.

#### 1. **Employment**

- 1.1. The Employer hereby employs the Employee as **Manager - Store**. The Employee hereby accepts such employment, subject to the terms and conditions set forth herein.

#### 2. **Work Schedule**

- 2.1. The official working days shall be Monday to Saturday.
- 2.2. On an average annually twenty four (24) Saturdays shall be declared as Holiday by the Employer.
- 2.3. The Employee shall work at other times apart from what is stated in clause 2.1 and 2.2 as and when required by the Employer.
- 2.4. The Employee may have to travel at the request of the Employer
- 2.5. The Employee will, initially be posted at **Mumbai** However the Employee's services shall be transferable to any place in the Country or to any associates/ sister concerns or subsidiaries of the Employer, at the discretion of the Employer.

#### 3. **Duties and Operations**



- 3.1. During the term of this LOA, the Employee shall devote his/her entire efforts and time to the business and affairs of the Employer and shall not, without the prior written consent of the Employer, be engaged, concerned or otherwise interested either directly or indirectly in any other business that interfere with his employment pursuant to this LOA. The Employee shall not be entitled to take any other employment other than that of the Employer. The Employee shall further not engage in any form of consultancy, part time employment, tuitions etc.
- 3.2. The Employee shall be fully aware of and comply with the applicable laws and regulations in performing his/ her services for the Employer and shall always seek to protect and enhance the best interests of the Employer in executing his/ her duties.
- 3.3. During the term of this LOA, the Employee shall ensure compliance familiarization and compliance with all the Employer's policies, rules and regulations, which are being implemented by the Employer
- 3.4. The Human Resource Policies and the Policies of the Employer are subject to change at the discretion of the Employer's Management and the Employee shall abide by the changes made to the said Policies without any demur.

#### 4. Remuneration

- 4.1. The CTC, to be paid by the Employer in consideration for the services by the Employee hereunder shall be **INR 2,63,064.00/- per annum** over twelve (12) months, payable in accordance with the Employers normal payroll procedures.
- 4.2. The said remuneration shall be subject to such applicable taxes and as may be required or permitted by the laws in India. The remuneration shall be reviewed as per the policy of the Employer from time to time.

#### 5. Variable Performance Bonus

Variable performance bonus, if applicable, shall be as per details mentioned in the Appendix to Letter of Appointment.

#### 6. Income Tax

The Employee is responsible for submission of all the required personal income tax returns and will be liable for all personal tax in accordance to the prevailing laws in India

#### 7. Benefits

##### 7.1. Maternity Benefit

7.1.1. Every Employee of the Employer who is a Woman shall be entitled to Maternity Benefit as per the prevailing maternity policy of the Employer, if such an Employee who is a Woman has completed a minimum of one year's service with the Employer.

7.1.2. Such an Employee who is a Woman shall be entitled to 6 months basic salary. The said salary payable for the maternity period shall be paid within a period of two (2) months from the date on which the Employee rejoins her employment with the Employee

##### 7.2. Health Insurance



In addition to the maternity benefits, the Employee shall be eligible for Health Insurance benefits provided to them by the Employer.

### 7.3. Transport

Travel/transportation benefits will be provided for eligible employees as per policies of the Employer subject to the following conditions:

7.3.1. A pick-up route will be shared from the start of the academic year.

7.3.2. The Employer does not guarantee that the transportation facility will be provided to the place of preference of the Employee.

7.3.3. The maximum distance covered under this facility will be 8KM one way per day.

7.3.4. In case the Employee does not avail transportation from the organisation's provided route, no reimbursement or any other claim can be entertained in lieu of the same.

### 7.4. Holidays

The Employee shall be entitled to the following leaves:

- a. The Employee shall be entitled to Public Holidays as communicated yearly by the Company, and shall also be entitled to casual leave as per prevailing Company Policy.
- b. The Employee is entitled to eleven (11) days of Casual Leave as per the policy of the Employer. However, the Employee shall not be entitled to avail any Casual Leave during the first two months of his/her employment.
- c. Subject to Clause 5.3 (b) above, the Employee shall be entitled to take six (6) leaves between the months of June to December and five (5) leaves between the months of January and May. The Employee shall be entitled to carry forward the leaves which remain in December to the months of January to May. However, the Employees is not entitled to carry forward any leaves to the next academic year.
- d. The Employee shall not be entitled to any salary in lieu of any unclaimed Holidays.

## 8. Probation

8.1. The Employee shall serve a probation period of **06 months** that will be effective from the date he/she commences duty. The Employer reserves the right to extend the probation period if necessary based on the performance of the Employee. Any extension of the probation period will be confirmed in writing. On completion of 06 months or the extended probation period, the Employee shall be deemed as confirmed.

## 9. Performance Improvement Program

9.1. The Employee shall be put on a Performance Improvement Program in the event the Employer believes that the performance of the Employee is not satisfactory. The Employer shall give the Employee one month's time to improve his/ her performance. In the event the Employer feels that there is no improvement in the performance level of the Employee, even after the lapse of one month, the Employer shall at its discretion have the right to terminate the employment of the Employee.

9.2. The Employee shall have joined the employment with Employer on or before 30th September to be eligible for the Performance Appraisal Cycle.





## 10. Code of Conduct

The Employee shall observe the following Code of Conduct prescribed by the Employer:

No Employee shall:

- 10.1. knowingly or wilfully neglect his/her duties;
- 10.2. propagate communal or sectarian outlook, or incite or indulge in communal or sectarian activity;
- 10.3. discriminate against any person on the ground of caste, creed, language, place of origin, social and cultural background or any of them;
- 10.4. indulge in, or encourage any form of malpractice in the School
- 10.5. while being present in the School, absent himself/herself (except with the previous permission of the head of the School) from the duties he/she needs to perform;
- 10.6. remain absent from the School without leave or without the previous permission of the head of the School: provided that where such absence without leave or without the previous permission of the head of the School is due to reasons beyond the control of the employee, it shall not be deemed to be a breach of the Code of Conduct, if, on return to duty, the employee has applied for and obtained, ipso facto, the necessary sanction for the leave;
- 10.7. engage himself/herself as a selling agent or canvasser for any publishing firm or trader;
- 10.8. ask for or accept (except with the previous sanction of the Management) any contribution, or otherwise associate himself/herself with the raising of any funds or make any other collections, whether in cash or in kind, in pursuance of any object whatsoever;
- 10.9. enter into any monetary transactions with any student or parent; nor shall he/she exploit his/her influence for personal ends; nor shall he/she conduct his/her personal matters in such a manner that he/she has to incur a debt beyond his means to repay;
- 10.10. he/she shall not engage in any activity which would amount to an offence under the Prevention of Children from Sexual Offences Act, 2002 and/ or the Rules framed there under;
- 10.11. accept or permit any member of his/her family or any other person acting on his/her behalf to accept any gift from any student, parent or any person with whom he/she has come into contact by virtue of his/her position in the School.
- 10.12. The Employee will not make any public statement (whether written or oral) to the media, or otherwise, either within the territory of India or outside, relating to the affairs of the Employer without the prior written consent of the Employer.
- 10.13. The Employee shall be punctual in attendance and in respect of his/her class-work and also for any other work connected with the duties assigned to him/her by the head of the School and shall abide by the rules and regulations of the School and also show due respect to the constituted authority.

## 11. Employment Intellectual Property and Confidential Information

The Employee agrees to abide by the terms of the Non- Disclosure Agreement set out in **Annexure II** herein below.

## 12. Medical Examination



Medical certificate of fitness from a reputed registered medical practitioner shall be submitted to the Employer prior to his/her employment to evidence that the Employee is fit for employment with the Employer

### 13. Return of Employer's Property/ Handover

13.1. The Employee shall promptly whenever requested by the Employer, and in any event upon the termination of his/ her Employment with the Employer, deliver to the Employer, all the properties that belong to the Employer. The Employee shall also promptly make his/ her handover for the concerned team members.

### 14. Representations and Warranties of the Employee:

The Employee hereby represents and warrant to the Employer that the Employee:

- 14.1. is not subject to any written non-solicitation or non-competition agreement affecting the Employee's employment with the Employer;
- 14.2. is not subject to any written confidentiality or non-use/non-disclosure agreement affecting the Employee's employment with the Employer;
- 14.3. has not brought to the Employer any trade secrets, confidential information, documents, or other personal property that does not belong to Employee;
- 14.4. has not been tried and/ or accused and/ or convicted of any offence which may be construed as an offence under the laws prevailing in force in India; The Employee shall accordingly provide to the Employer a police verification report within one month of the date of commencement of the employment of the Employee.
- 14.5. the Employee has not been accused of an offence which constitutes sexual harassment at workplace;
- 14.6. the Employee is not a paedophile and has not been accused of an offence of such a nature.

### 15. Termination

- 15.1. The Employee understands that he / she is in a position of influence by virtue of the designation afforded to the Employee. The Employee undertakes not to terminate and/ or resign from his/ her employment prior to the completion of the end of the academic year. The Employee understands that the termination and/or resignation of employment by herself/ himself would adversely affect and would be detrimental to the school being run and managed by the Employer, and as such being in continuous employment with the Employer will be of utmost necessity.
- 15.2. The Employer may terminate this LOA at any time during the Employment, with no notice, upon the occurrence of any material breach of this LOA or the occurrence of any misconduct by the Employee, as a result of violation of the code of conduct prescribed by the Employer or as a result of any material violation of any policies and regulations of the Employer.
- 15.3. The Employee shall terminate his/ her employment with the Employer only upon service of Notice Period for a period of **One (1) month**. In the event the Employee does not serve the Notice Period for a period of **One (1) month**, the Employee shall be liable to pay **One (1) month** salary in lieu of the Notice Period. This shall be non- negotiable and is consonance with the prevailing educational laws. This payment of **One (1) month** salary in lieu of Notice Period



shall be inclusive of all allowances including but not limited to the Variable performance bonus component that the Employee receives from the Employer.

15.4. If the Employee resigns in the middle of the academic year (i.e. From April to March) then the Employee shall not receive any Experience Letter from the Employer.

15.5. **Retirement**- The Employee will automatically retire from the services of the on the last day of the calendar month in which the Employee attains the age of 58 years.

15.6. The Employer shall be entitled to terminate the employment of the Employee for the following reasons (“Cause”):

15.6.1. non- performance of the duties assigned to it by the Employer to the satisfaction of the Employer ; negligence in performing the duties as prescribed by the Employer from time to time;

15.6.2. Breach of the Code of Conduct prescribed by the Employer from time to time.

15.6.3. misconducts including fraud, theft, or gross malfeasance on the part of the Employee, conduct of a criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets of the Employer, anti-bribery such conduct being inconsistent with the due and faithful discharge of the Employee's duties and where such a misconduct has been proven to be so grave in nature that it is irreparable;

15.6.4. any wilful act or omission on the part of the Employee that has had, or could have had, in the reasonable opinion of the Employer, a material adverse effect on the activity performed by the Employer or the reputation of the Employer and / or any subsidiary of the Employer;

15.6.5. wilful failure/ negligence on part of the Employee to perform his functions and duties as prescribed by the Employer;

15.6.6. repeated violation by the Employee of any of the work rules or policies of the Employer, including breach of standards adopted by the Employer governing behaviour and conduct, professional independence or conflict of interest, after written notice of such violation and reasonable opportunity to be heard having been given to him by the board of directors; and

15.6.7. Any material breach by the Employee of the provisions of this Agreement, and such material breach or failure not having being remedied within 15 (fifteen) days of notice in writing thereof being given to the Employee.

15.7. The employment shall be terminated automatically in case of death or disability of the Employee.

## 16. Non- Compete

16.1. In consideration of the remuneration and benefits given by the Employer hereunder and in view of his/ her position with the Employer that would enable him/ her to get access to the trade secrets and other confidential information of the Employer, the Employees hereby explicitly agrees and commits as follows:

16.1.1. That the Employee shall not attempt in any manner to solicit from any of the Employer 's client business of the type performed by the Employer or to persuade any client to cease to do business or to reduce the amount of business which any client has customarily done or contemplates doing with the Employer or any of its subsidiary, whether or not the relationship with the Employer and such client was originally established in whole or part through the Employee's efforts;



- 16.1.2. That the Employee shall not attempt to employ, or assist anyone else to employ any person who is employed by the Employer or any of its affiliates and subsidiary;
- 16.1.3. That the Employee shall not any time, disclose to anyone any confidential information or trade secrets of the Employer or any client of the Employer or utilize such confidential information or trade secrets for Employee's own benefit, or for the benefit of any third party; or
- 16.1.4. That the Employee shall not remove from the Employer or make copies of all memoranda, notes, records, computer diskettes/ files or other documents compiled by the Employee or made available to the Employee during the employment concerning the business of the Employer and/or its clients.

## **17. Processing of Personal Information**

The Employee specifically agrees that the Employer and/ or any of its affiliates and/ or subsidiaries may collect, use, process by computer or other means, transmit domestically and internationally, the Employee's personal data for all business and other legitimate purposes

## **18. Contact Details**

The Employee must keep the Employer informed about Employee's latest contact telephone, e-mail address and residential address.

## **19. Restrictions on Acceptance of Interest**

During the employment with the Employer, the Employee may not directly or indirectly receive or attempt to obtain from any organisation, vendor, associate or a person having or intending to establish business relations with the Employer such benefits as compensation, money, gifts, commission or entertainment.

## **20. Restrictions on Conflict of Interest**

The Employee shall not, directly or indirectly, hold any significant financial interest, in the form of, such as, but not limited to, loan and borrowing, in an organisation having or intending to establish business relations with the Employer, or in competition with the Employer, without the prior written consent of the Employer.

## **21. Reference checks**

The Employment of the Employee with the Employer shall be subject to satisfactory fulfilment of the reference checks by the Employer

## **22. Policies, Procedures and Standard of Conduct**

22.1. As the Employee of the Employer, all Employees are required to comply with "HR Policy", "Employee Handbook" as well as the "Sexual Harassment Policy" which has been given to the Employee along with this LOA and the Employee shall acknowledge the same.

22.2. The Employees, during the working hours, shall refrain from consuming tobacco, alcohol, narcotics and/ or any other form of substance abuse.



22.3. The Employees are prohibited from consuming alcohol or tobacco or any other form narcotics or any other form of substance abuse within the premises of the Employer, its subsidiary, sister concerns or group, and/or at its client locations, at any time whatsoever.

**23. Free Will and No Undue Influence**

23.1. The Employee has entered into this LOA and all annexures out of his/ her free will and consent with no undue influence and/ or coercion in any manner whatsoever.

23.2. The Employee understands that the terms mentioned in this LOA are due to the position of power that the Employee enjoys under this Agreement.

23.3. The Employee understands that being employed with the Employer, the Employee has certain responsibilities and thus the terms of this LOA are a reflection of the Employee's position with the Employer.

**24. Sexual Harassment Cell**

The Employer has a zero tolerance policy towards sexual harassment at its work place Any Employee having faced any instance of sexual harassment while in employment with the Employer by another Employee shall communicate the same to the sexual harassment cell as constituted by the as per the Sexual Harassment Policy of the Employer.

**25. Governing Law**

This LOA shall be governed by the laws of India and the courts of **Mumbai** shall have jurisdiction to try and entertain any dispute that may arise between the Parties to this LOA.

IN WITNESS WHEREOF, the Parties hereto have carefully read and fully understood the contents of this LOA and have executed this LOA as of the day and year first above written.

**For and on behalf of School Shop Pvt. Ltd.**

**Agreed and Accepted by:**



**Rose Mary Dsouza**  
**Principal**  
**Date: 06 Feb 2023**

**Employee: (Aishwarya Nilesh Borkar)**  
**Date: 06 Feb 2023**



### Annexure - I

| Name:                              | Aishwarya Nilesh Borkar | Code: 20235850011    |
|------------------------------------|-------------------------|----------------------|
| Components                         | Monthly Working s(Rs.)  | Annual Working (Rs.) |
| <b>Salary &amp; Allowances (A)</b> |                         |                      |
| Basic                              | 15,001.00               | 1,80,012.00          |
| House Rent Allowance               | 3,719.00                | 44,628.00            |
| Conveyance Allowance               | 480.00                  | 5,760.00             |
| Medical Allowance                  | 750.00                  | 9,000.00             |
| Statutory Bonus                    | 1,250.00                | 15,000.00            |
| <b>Total Gross (A)</b>             | <b>21,200.00</b>        | <b>2,54,400.00</b>   |
| <b>Deductions</b>                  |                         |                      |
| Employee contribution to PF        | 0.00                    | 0.00                 |
| Employee contribution to ESIC      | 0.00                    | 0.00                 |
| Profession Tax                     | 300.00                  | 2,500.00             |
| <b>Total Deductions</b>            | <b>300.00</b>           | <b>2,500.00</b>      |
| <b>Net Salary</b>                  | <b>20,900.00</b>        | <b>2,51,900.00</b>   |
| <b>Additional Benefits (B)</b>     |                         |                      |
| Employer PF Contribution           | 0.00                    | 0.00                 |
| Employer ESIC Contribution         | 0.00                    | 0.00                 |
| Medical Insurance cost             | 0.00                    | 0.00                 |
| Gratuity                           | 722.00                  | 8,664.00             |
| <b>Total (B)</b>                   | <b>722.00</b>           | <b>8,664.00</b>      |
| <b>Cost To Employer (A+B)</b>      | <b>21,922.00</b>        | <b>2,63,064.00</b>   |
|                                    |                         |                      |
| For School Shop Pvt. Ltd.          |                         |                      |



**Performance based maximum Annual Variable incentive: INR 0.00**

**For and on behalf of School Shop Pvt. Ltd.**

**Agreed and Accepted by:**



**Signatory: Rose Mary Dsouza  
Borkar)  
Principal  
Date: 06 Feb 2023**

**Employee: (Aishwarya Nilesh**

**Date: 06 Feb 2023**



## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is executed at Mumbai (Place) as on **06 Feb 2023** (“**Effective Date**”), between

Mr. / Ms. **Aishwarya Nilesh Borkar (Employee Name)**, Age 23.01, S/o or D/o Mr. Nilesh, R/o Mumbai (hereinafter referred to as the “**Employee**”), which expression shall unless repugnant to the context and meaning thereof, include its successors, administrators, representatives and permitted assigns) of the **ONE PART**;

**AND**

**School Shop Pvt. Ltd.** having its registered office at Mathikere Bangalore-560054 (hereinafter referred to as the “**Employer**”, which expression shall unless repugnant to the context and meaning thereof, include its successors, administrators, representatives and permitted assigns) of the **OTHER PART**.

The Employee and the Employer shall hereinafter be individually referred to as a “**Party**” and collectively as “**Parties**”, as the context may require.

WHEREAS:

- A. The Employee is an employee of the Employer and by virtue of being an employee, is provided access to confidential and proprietary information of the Employer;
- B. The Employee may conceive and contribute to the development of intellectual property, Confidential information & proprietary information of the Employer during the course of his/her employment with the Employer and for the discharge of the Employee’s obligations set forth in the employment agreement executed by the Employee with the Employer;
- C. The Parties wish to enter into this Agreement to set forth the terms relating to confidentiality obligations and ownership of intellectual property rights in information shared with the Employee.

In consideration of the commencement of Employee’s employment with Employer and the compensation paid, Employee and Employer agree as follows:

**NOW, THEREFORE**, the Parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement (including in the recitals herein above or schedules hereto), the following words and expressions shall have, where the context so permits, the following meaning ascribed to them:

- 1.1. “**Confidential Information**” shall mean and includes information which is confidential including Proprietary Information and other information related to the business of the Employer, its affiliates or any third parties with which the Employer associates, whether or not such information is expressly marked or designated as confidential information and includes but is not limited to:

- 1.1.1. Confidential information the Employee may create during his/her employment with the Employer





1.1.2. information of value or significance to the Employer or its competitors (including potential competitors) such as:

- i. data of or about the Employer or its vendors, customers, employees, advisors, mentors, service providers or consultants, in particular, contact information and sales information;
- ii. data about Employer's compliance with applicable law including data about licenses, permissions, approvals, permissions or consents applied for, requested by, granted to or denied to the Employer or its promoters;
- iii. data about all filings and official submissions made by the Employer to governmental authorities and the content of the discussion and communication by the Employer with such authorities;
- iv. data related to the Employer's business, its existing and upcoming products, services, business strategy, terms of engagement with its vendors or customers, pricing data, business plans;
- v. any data, documents, sketches, designs, plans, drawings, photographs, reports, communication, technical information, information about Intellectual Property Rights, user information, compilation, subscription details, asset information, know-how, research and development, internal policies;
- vi. any information related to the Employer's technology, software, hardware, code, design, business strategy, business plan, internal systems, business architecture;
- vii. financial data, in particular, concerning budgets, fees and revenue calculations, sales figures, financial statements, profit expectations and inventories of the Employer;
- viii. training data, particularly documents, videos, processes, multimedia files, presentations and any such training resources that the Employee gains access to during his association with the Employer;
- ix. security information (including passwords, login credentials) used to access any resource owned or operated by the Employer, its affiliates, clients or third party agents;
- x. client or user data, user credits, user analytics, user preferences, feedback information;

1.1.3. any information which may be reasonably understood by its nature, or by the context of its disclosure, to be confidential; and

1.1.4. any information derived from any of the above-mentioned information; and

1.1.5. original information supplied by the Employer or information provided to the Employer by third parties which the Employer is obligated to keep confidential.

1.2. **"Intellectual Property Rights"** means and includes, without limitation, any inventions, ideas, discovery, development, improvement or innovation, whether or not recorded in any medium, and intellectual property rights such as (but not limited to) patents, utility, models, petty patents, rights to inventions, copyright and related rights, trademark, trade names and domain names, rights in get- up, rights in goodwill or to sue for passing- off, unfair competition rights, rights in designs, topography rights, rights in confidential information (including know- how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewal or extensions of, such rights and all similar or equivalent rights or forms of protection which subsists now or in the future in India and any part of the world.



- 1.3. **“Employer Intellectual Property”** means any Intellectual Property Rights and/or Proprietary Information created, conceived, developed, improved upon or contributed to by the Employee during the course of Employment.
- 1.4. **“Proprietary Information”** means and includes, but is not limited to, Employer Intellectual Property information about software programs, designs, source code, object code, code and code objects, algorithms, trade secrets, formulae, designs, know-how, domain names, processes, applications, data, ideas, techniques, documents, notes, presentations, works of authorship, business plans, customer lists, user information, vendor data, customer data, operational data, terms of compensation and performance levels of employees, and other information concerning the actual or anticipated business, research or development, prices and pricing structures, marketing and sales information, competitive analysis, and any information and materials relating thereto, or which is received in confidence by or for the Employer or its Affiliates from any other person, whether or not it is in written or permanent form.
- 1.5. All the work assignment, task, day to day activities and any other duties performed by the employee as part of his/her obligations to the Employer shall constitute Confidential Information, Proprietary Information and Employer Intellectual Property.

## 2. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 2.1. The Employee agrees and acknowledges that during the term of his employment with the Employer (**“Employment”**), the Employee shall have access to Confidential Information and Employee shall also be responsible for creation of Confidential Information and Proprietary Information through oral, visual, electronic or written means, solely by virtue of the Employment and for the purpose of enabling the Employee to discharge his obligations towards the Employer as an employee. The provision of access to Confidential Information to the Employee shall be at the discretion of the Employer.
- 2.2. The Employee understands and acknowledges that the Confidential Information is of immense value to the Employer and its Affiliates and/or its present, past or prospective clients. The Employee understands that any use or disclosure of such Confidential Information including any inadvertent disclosure can cause immense and irreparable harm, loss, damage and injury to the Employer and its Affiliates and its reputation and hence undertakes to keep such Confidential Information confidential and use it solely in the manner expressly authorized by the Employer and only during the term of his Employment and shall continue to maintain it post termination of his/her Employment with the Employer.
- 2.3. The Employee agrees and undertakes that at all times during the term of his Employment and thereafter on termination of his Employment for whatever reason to hold in the strictest confidence, and not to use, except for the benefit of the Employer and its Affiliates, and absolutely refrain from in any manner divulging, discussing, disclosing the Confidential Information to any third party or in any manner directly or indirectly using the Confidential Information without the written authorisation of the Employer.
- 2.4. The Employee recognises that the Employer and its Affiliates have received and in the future will receive from third parties, information that would be confidential and proprietary in nature to such third parties, during the course of his Employment. The Employee agrees to hold all such third party information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Employer consistent with the Employer’s agreement with such third party.
- 2.5. The Employee further undertakes not to make copies of such Confidential Information except as specifically authorised by the Employer and nor will Employee make use of any Confidential Information for Employee’s own purposes or the benefit of anyone other than Employer. At



no point shall the Employee take screenshots of Confidential Information either from email, Whatsapp, SMS or any other electronic form and circulate such screenshots for Employee's own purposes or the benefit of anyone other than Employer.

- 2.6. Nothing contained in this Agreement shall be construed as granting or conferring any rights either as a license or otherwise in the Confidential Information. The Employee shall not claim or represent to hold any interest by way of ownership, assignment or otherwise in the Confidential Information and shall at all times acknowledge that the Confidential Information solely belongs to the Employer.
- 2.7. The Employee shall, upon termination of the Employment, promptly return to the Employer all Confidential Information including all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to Employer all equipment, files, software programs and other personal property belonging to Employer. The Employee shall promptly certify in writing its compliance with the preceding sentence
- 2.8. The confidentiality obligations of the Employee as contained herein with respect to any Confidential Information shall be in effect during the term of this Agreement and shall survive the termination of this Agreement.
- 2.9. All Confidential Information (including, without limitation, all copies, extracts and portions thereof) is and remains the sole property of the Employer or of the relevant portfolio Employer in relation to which it pertains. The Employee does not acquire (by license or otherwise, whether express or implied) any Intellectual Property Rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the express provisions of this Agreement.

### **3. INTELLECTUAL PROPERTY RIGHTS AND EMPLOYER INTELLECTUAL PROPERTY**

- 3.1. The Employer shall retain all rights, title and interest and Intellectual Property Rights in any Employer Intellectual Property created, conceived, developed, contributed to or improved upon by the Employee during the course of his Employment, shall vest with the Employer upon such creation, conception, development, contribution or improvement. Notwithstanding anything to the contrary, no license with respect to Intellectual Property Rights shall be deemed or implied to be granted by the Employer to the Employee in respect of the Employer Intellectual Property.
- 3.2. The Employee shall not reverse-engineer, decompile, or disassemble, modify or copy any methodologies, software or whitepaper article, themes, headlines, or Confidential Information disclosed under this Agreement and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information it receives from the Employer.
- 3.3. To the extent that any rights referred to under Clause 3.1 do not vest with the Employer automatically as per the terms above or through operation of law, the Employee hereby irrevocably and in perpetuity assigns to the Employer all of right, title and interest (including without limitation any and all Intellectual Property Rights), that is now or may be available, in: (a) any and all Employer Intellectual Property; and (b) any and all Proprietary Information that the Employee may have conceived, created, improved upon, developed or contributed to prior to the Effective Date, as part of his association with, contribution to the Employer or its incorporation (including as part of work undertaken for the business of the Employer prior to its incorporation).
- 3.4. The Employee agrees and understands that any and all copyrightable works that are prepared by the Employee, within his scope of service, is "work for hire" under applicable law and the



Employer will be considered the first owner of such copyrightable works. To the extent that the Employer is not considered the first owner of the Intellectual Property Rights created by the Employee, the copyright and all related rights, title and interest in all such Employer Intellectual Property is irrevocably assigned by the Employee to the Employer in consideration of the Employment which constitutes valid and adequate consideration. The Employee hereby waives any right to and agrees that he shall not raise any objection or claims under applicable law in respect of ownership of such Employer Intellectual Property.

- 3.5. During the Employment, whatever gets created, developed, modified in the form of any hardware or software design, engineering, hardware code, software code, code and code objects, hardware and software library , schematic, architectural, layout, protocol, model or any Intellectual Property or document in any format by the Employee with or without the assistance or involvement of any other person during the Term using own tools or the Employer's or its partners/Affiliates' tools and systems will always be property of the Employer.
- 3.6. The Employee shall do all acts, deeds and things including execution of necessary documents without charge or compensation but at the cost of the Employer for fully and effectively vesting in the Employer the rights in any Intellectual Property Rights as referred to in this Clause 3.
- 3.7. The Employee hereby irrevocably appoints the Employer as his attorney for the purpose of executing in the name and on behalf of the Employee all such deeds and documents as may be required pursuant to this Clause 3.
- 3.8. The Employee represents and warrants that the Employee has not violated and will not violate the Intellectual Property Rights of any third party and agrees not to violate the Intellectual Property Rights of any third party in the course of Employment.
- 3.9. The Employee acknowledges that the Employment and the remuneration paid by the Employer to the Employee is a good, valuable and adequate consideration, to be bound by the terms and conditions of this Agreement.

#### **4. INDEMNITY AND REMEDIES**

- 4.1. Without prejudice to any other right available to the Employer in law or under equity, the Employee shall jointly and severally be liable to compensate and indemnify, defend and hold harmless the Employer, its Affiliates, their directors, officers and employees, from and against losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) based upon, arising out of, or in relation to or otherwise in respect of breach of its obligations under this Agreement.
- 4.2. Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Employer irreparable harm, the amount of which may be difficult to ascertain, and therefore the Employee agrees that Employer shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Employer deems appropriate. This right is to be in addition to the remedies otherwise available to Employer.

#### **5. MISCELLANEOUS**

- 5.1. This Agreement shall become valid, effective and binding from the Effective Date and shall continue to be valid until terminated by the Employer. The confidentiality obligations and the obligations of the Employee under Clauses 1, 2 and 3 shall survive the termination of this Agreement.



- 5.2. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by the Employee.
- 5.3. This Agreement shall be governed by the laws of India. The competent courts in Bangalore, Karnataka shall have exclusive jurisdiction over all disputes arising from or relating to this Agreement.
- 5.4. This Agreement along with the letter of appointment/ offer letter (as may be referred to , if any, executed by the Employee with the Employer constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and may be modified only by an instrument in writing signed by each Party to this Agreement. This Agreement supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties in respect of the subject matter.
- 5.5. The failure or delay on the part of one Party to exercise or enforce any rights resulting from this Agreement shall not be a waiver of any such rights, nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement thereof.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST INDICATED ABOVE:**

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Name: **Aishwarya Nilesh Borkar**  
Title: **Manager - Store**

For, **School Shop Pvt. Ltd.**



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Name: **Rose Mary Dsouza**  
Title: **Principal**



**OFFER CUM APPOINTMENT LETTER FOR FIXED-TERM EMPLOYMENT**

Mrunal Kadam

ANAND NAGAR, SINHAGAD, MANDAR APT 3  
Pune – 411051  
MH  
IND

Dear Mrunal,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the “Company” or “Amazon India”), we are very pleased to issue this Offer cum Appointment Letter for Fixed-Term Employment (hereinafter the “Offer cum Appointment Letter”) the position of **CAP Associate [S]** at **Pune**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

**1. Date of Commencement**

Your fixed-term employment with Amazon India will commence on **14-May-2024** and shall end as per the provisions contained in Section 14 herein below.

**2. Probation**

You shall be on probation for a period of 3 months (“Probation Period”) from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the

1

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W)  
Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN :  
U72200KA2004FTC034233



Acknowledged by mrunal2230@gmail.com at 2024-05-07T16:36:14 UTC.

Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, terminate your employment with Amazon India with immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

### 3. Duties

- 3.1 You will be employed in the position of **CAP Associate [S]**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.
- 3.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 3.3 You acknowledge that during the course of your fixed-term employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 3.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

### 4. Hours of Work



The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

By signing this appointment letter, you agree to work in night shifts as may be required by Amazon India from time to time and also authorize Amazon India to make relevant disclosures/filings in this regard to the Government authorities, if required under the applicable law. Please refer to Amazon's Policies and Procedures for further details.

## 5. Place of Work

Your initial place of work will be at Amazon India office in PNQ10-CO-ADCI(Pune,MH,IN)

Your initial place of work will be at Amazon India's in Pune. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

Moreover, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

## 6. Remuneration

- 6.1 Your Annual Base Pay will be Rs. **247,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is





inclusive of both the employer's and the employee's provident fund contributions. Your salary will compensate you for all hours worked.

- 6.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies , or your failure to return Amazon India's property.
- 6.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.

## 7. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees' Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

## 8. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.



You are encouraged to not avail leave during the Training Period. Any absence from work during the Training Period will hinder training and may render the training as not having been successfully completed.

**9. Confidential Information and Confidentiality Obligations**

9.1 “Confidential Information” means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;
- (5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;
- (6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;



- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (9) the following information which shall hereinafter be referred to as the "Disclosure Information":
  - (a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;
  - (b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;
  - (c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and
  - (d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;



- (10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
- (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
- (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
- (13) any copies of the above mentioned information.

9.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or



regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the “Date of Termination”), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

## 10. Intellectual Property Rights

10.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, (“Intellectual Property Rights”) shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;
- (2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the employee or Company may hereafter make or develop;
- (3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;



- (4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.
- 10.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.
- 10.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.
- 10.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.
- 10.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to



make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

## 11. Non-Solicitation

- 11.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and
- 11.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

## 12. Employee Data Protection

- 12.1 You consent to and authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.
- 12.2 You further consent to and authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

## 13. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking.

## 14. Termination of Employment



- 14.1 Your employment with Amazon India shall automatically end on **09-Nov-2024** unless terminated earlier as per the provisions of this Section.
- 14.2 Your employment may be terminated by either party one month (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month.
- 14.3 Amazon India reserves the right to terminate your employment forthwith “for cause” without advance notice and without payment of severance, in the event you:
- (i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
  - (ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India’s Policies and Procedures;
  - (iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
  - (iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
  - (v) are convicted for any offence under any law for the time being in force in any jurisdiction;
  - (vi) commit any act detrimental to the interest of Amazon India;
  - (vii) abstain from work for seven consecutive days without informing Amazon India
- 14.4 On the expiry or sooner termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India’s option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India’s Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India’s property/properties and





releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

## 15. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

## 16. New Hire Background Investigation

16.1 It is Amazon India's policy to investigate all its new hires. Your fixed-term employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon your criminal background check, denied parties sanction check and reference checks to be conducted by Amazon India being successfully completed.

16.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

16.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.

## 17. Foreign Nationals

17.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.

17.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.



- 17.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

## **18. Investigations and Surveillance**

You may be required to participate and co-operate in any investigation(s) carried out by or on behalf of Amazon India. You agree to participate, co-operate, be honest and not interfere with, impede, or undermine any such investigation(s). You consent and acknowledge that owing to such investigations, Amazon India has the right to monitor, inspect and access any company provided devices and all data/ information that is stored in Amazon India's equipment, devices and resources used by you.

In order to maintain the safety and security of our workplace and systems, as well as loss prevention, we may deploy the use of closed-circuit television (CCTV) or other forms of surveillance in most or all Amazon facilities. These may be installed in accordance with Amazon internal policy to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Amazon's business interests or which could bring it into disrepute. Your data generated through the course of this limited surveillance may be processed in connection with these safety and security related investigations and audits.

## **19. Representations and Warranties**

You hereby represent and warrant to the Company that:

- 19.1 You have carefully read and fully understand all the provisions of this Offer cum Appointment Letter;
- 19.2 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;
- 19.3 you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime, even if you are subject to a pardon, amnesty, or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or, to the best of your knowledge, threatened against you;



- 19.4 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;
- 19.5 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer);
- 19.6 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and
- 19.7 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;
- 19.8 You are aware that your employment is only for a limited, fixed duration and that you will not have the right, nor will you make a claim, to be inducted as permanent employee with Amazon India.
- 19.9 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

## 20. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider to your Primary Work Location or by email transmission which shall be deemed to have been received the next



working day provided the notice is also sent by registered post the next working day after email transmission.

**21. Waiver**

Failure, delay or omission on the part of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

**22. Severability**

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

**23. Assignment**

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

**24. Employer – Employee Relationship**

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

**25. Liability for Breach**

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures may cause the Company



irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

**26. Indemnity**

At all times during the course of your employment in Amazon (and even after the termination of this Offer cum Appointment Letter with respect to the terms contained herein), you agree to indemnify and keep indemnified Amazon, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which Amazon may suffer or incur or which may be made against Amazon as a result of your acts or omissions during the course of employment.

**27. Authorization to Notify New Employer**

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

**28. Governing Law and Jurisdiction**

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

**29. Agreement/Modifications**

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or the subject matter



hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

**30. Headings**

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

**31. Survival**

Your obligations under Sections 8, 9, 11, 13, 19, 20, 21, 23, 24, 25 and this Section 28 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.





You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

**AUTHORIZATION**

By

Signed by: RAMESH BABU KADIRI  
Date: 2024.05.07 15:55:00 +05:30  
Location: India

**ACCEPTANCE**

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.

We want to clarify that Amazon's offer letters are hosted on Employee Document portal and not sent as email attachments or through any other communication channel. If you have received an offer letter as an attachment, we recommend you to utilize the QR code provided here to access Employee Document portal and verify authenticity. This step ensures the genuineness of your offer and helps protect you from potential fraud.





## Zeel Ranka - Offer Letter - Panjatan Products Trading Pvt. Ltd.

5 messages

**Murtaza @ Panjatan Products** <murtaza@panjatanproducts.in>  
To: Zeel Ranka <zeelranka2303@gmail.com>

Thu, 8 Aug, 2024 at 7:51 pm

Hi Zeel,

Many thanks for your time yesterday and for promptly sending your portfolio. After completing the rest of the interviews for the shortlisted candidates, I am happy to inform you that we would like to offer you a role with Panjatan Products Trading Pvt. Ltd. Our company is a trading house in the e-commerce and export space. We create brands and develop a growing product portfolio. Our brands include -

1. **GiggleBaby** ([www.gigglebaby.in](http://www.gigglebaby.in))
2. **Panjatan Rugs** ([www.panjatanproducts.in](http://www.panjatanproducts.in))
3. Medical Fashion brand called **Luxecare** (currently developing)
4. We have also invested in **Finio Recovery** ([www.finio.in](http://www.finio.in)) which is a payment recovery firm.

As you can see, we offer a diverse set of opportunities to learn and grow, not just within the graphic design space but also with business setup and strategy. Your tasks will include developing e-commerce product listing creatives, social media content, brochures, package designing and anything else you want to get involved in.

Your designation will be '**Creative Ninja**' and this will be a part-time working role in line with your wish to continue your freelancing work too. Work will predominantly be done remotely but need to attend 3-4 meetings a month in Pune. Your working hours are flexible but you will be required to put in 4 hours of work daily.

**Your remuneration for the first 2 months of service (which is also your probation period) will be Rs.15,000 per month. After that, should your engagement be made permanent, this will increase to Rs. 30,000 per month.** You will also be eligible for a discretionary annual bonus which would be anywhere between 3-10% of your annual salary depending on your performance as well as the business performance.

We hope this offer interests you. Please confirm your acceptance by 10th Aug and we can discuss next steps and a joining date.

Regards

**Murtaza Masalawala**

**Business Director**

**Panjatan Products Trading Pvt. Ltd.**

Whatsapp: +919970852786 / +44-7969639190

Email: [murtaza@panjatanproducts.in](mailto:murtaza@panjatanproducts.in)

[www.panjatanproducts.in](http://www.panjatanproducts.in) | [www.gigglebaby.in](http://www.gigglebaby.in) | [www.finio.in](http://www.finio.in)





### EarlSalary Services Private Limited

Unit No. 404, the Chambers, Viman Nagar, Pune 411014.,  
Pune - 411014,  
Maharashtra,  
India



#### Payslip for the month of July 2024

| Name:  | Shifa Abdul Shaikh | Bank Name:       | Bank of Maharashtra |                       |  |        |
|--|--------------------|------------------|---------------------|-----------------------|--|--------|
| Joining Date:  | 01 Jul 2024        | Bank Account No: | 60409674775         |                       |  |        |
| Department:  | Collections        | PF No:           |                     |                       |  |        |
| Location:  | Pune               | PF UAN:          |                     |                       |  |        |
| EFFECTIVE WORKDAYS:  | 31                 | ESI No:          |                     |                       |  |        |
| DAYS IN MONTH:   | 31                 | PAN No:          | RFEPS6593Q          |                       |  |        |
|  |                    | LOP:             | 0                   |                       |  |        |
| Earnings   |                    | Full             | Actual              | Deductions            |  | Actual |
| BASIC  |                    | 9105             | 9105                | PF                    |  | 1800   |
| HRA  |                    | 3642             | 3642                |                       |  |        |
| FLEXI ALLOWANCE  |                    | 5918             | 5918                |                       |  |        |
| LTA  |                    | 2276             | 2276                |                       |  |        |
| STATUTORY BONUS  |                    | 1821             | 1821                |                       |  |        |
| Total Earnings:INR.  |                    | 22762            | 22762               | Total Deductions:INR. |  | 1800   |
| Net Pay for the month ( Total Earnings - Total Deductions): <b>20962</b> |                    |                  |                     |                       |  |        |
| <i>(Rupees Twenty Thousand Nine Hundred Sixty Two Only)</i>              |                    |                  |                     |                       |  |        |

This is a system generated payslip and does not require signature.



Search



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Pages 1 of 2

MsAlisha Mascarenhas Date: 1st April 2023

Flat 98, 9th Floor,  
A3/A Wing, Ravi Park  
Wanowrie, Pune 411040  
Telephone :7028873080  
Email :alishamascarenhas26@gmail.com  
AadharCard:925161725072  
PAN : GTTPM0736H

Dear MsAlisha Mascarenhas,

This is to state that based on our discussions and your representation of your work, you have been promoted as a elected to join us at Pomelo Social as a Junior Social Media Executive on the 07th of July 2022. On date you have been promoted the post of Social Media Executive.

Your work will include

- Maintaining and developing good relations with all clients of Pomelo Social.
- Handling clients as allocated to you.
- Managing clients as assigned to you of Pomelo Social.
- Quality Control with reference to language and overall content for the clients you post for.  
Uploading content on social media platforms for the assigned clients.
- Maintaining page hygiene, prompt online response management. Using follower tactics, taking queries to the relevant SMM, when in doubt.
- Managing event pages.
- Ensuring SOP's are adhered to, daily checks on the same.
- Initiating and driving research for quality upgrade constantly
- Managing the social media platforms for your assigned client/s at Pomelo Social and overseeing these platforms for all other clients of Pomelo
- Building written copy and content for your assigned clients at Pomelo Social,
- Tracking Operations of Social Media platforms daily
- Making story creatives for all assigned clients.

[Type here]

Emailid:connect@pomelosocial.com IPhoneno:02041231322  
Address:102,ChurchillCourt,CloverVillage,Wanawadi,Pune-411040,Maharashtra



- Suggesting content for your clients. Overall in charge of all client output and satisfaction.
- Creation of reports for your assigned clients  
Coordinate with the content development team, design team and overall creative coordination for the assigned clients.
- Brainstorming on ideas and concepts for clients at Pomelo Social
- Communicating all assigned work to your supervisor before publishing to the client
- Following standard procedures as demonstrated by your supervisor and improving processes from time to time.

1. Compensation: For carrying out your allotted work in an excellent manner as expected, you will be compensated with a salary of INR 10,000 per month, which will fall due on the 7th to the 10th of each month. This is all inclusive.

2. Timings at office: You will be expected to report to office 5 days a week from Monday to Friday. Office timings will be 1030 hrs to 1830 hrs. This includes lunch time. One hour per day will accumulate towards client meets either on weekdays or weekends. Saturdays and Sunday will be an off. On Saturday you are expected to be available for coordination on client needs/changes and occasional client meets/ shoots.

The details of your appointment remain the same as per your joining letter.

We wish you a continued good association with Pomelo Social Pvt. Ltd. and look forward to a fruitful journey.

With best wishes,



**For Mr. Sasha Anand**

For Pomelo Social

Signed in Acceptance: -----

**Ms. Alisha Mascarenhas**

Date and Place: -----

[Type here]

Emailid: connect@pomelosocial.com IPhone no: 02041231322

Address: 102, Churchill Court, Clover Village, Wanawadi, Pune-411040, Maharashtra



**Sara Apartments**  
**E-95, Karni Nagar,**  
**Bikaner (Raj)**  
**7014269481**  
**Date: 11/01/2023**

## Joining Letter

**Dear Grace Rakesh Bhalerao,**

On behalf of SingJohn, I am pleased to offer you a chance to be a part of our team. I would like to welcome you to the position of Content writer in SEO team. You will be part of our Digital Marketing team.

The offered compensation for this role is 10000 (P.M). Upon success in your role, we pride ourselves in taking care of those who help us as a company along, and bonuses and pay increases shall be evaluated on a 12 Month basis.

This is an exciting time; welcome to our team!

Sincerely,  
For Singjohn

Subin John (Partner)





## LETTER OF EMPLOYMENT

Dear Shamika,

We are pleased to offer you the position of Content associate Intern at The Mind Garden, New Delhi. Please find below, the terms and conditions of your employment.

- 1) You will be working directly with Ms. Sonakshi Gandhi, who will be your mentor and the person you report into throughout your association with TMG.
- 2) You will be required to work for a total of 26 WEEKS (July 10th 2024 to Dec 31st 2024). The internship will be hybrid unless otherwise stated.
- 3) Although there are no fixed timings, you will be required to commit at least 2 hours per day. You are required to inform the mentor and team of any leaves of absence.
- 4) For your work, you will be paid a fixed stipend of 2000/- paid at the end of every month's completion. Any substantial leaves of absence in which you have been unable to complete your duties would be adjusted with the stipend.
- 5) You will be receiving an experience certificate and a possible letter of recommendation (LOR) (based on performance) at the end of the internship. Your mentor is the final authority on the possibility of the LOR.
- 6) If, for any reason, you wish to terminate sooner than the decided date, a week's notice and handing over will be required, failing which; the stipend for that month will be forfeited. An internship of lesser than three months shall make you ineligible for the experience certificate/ LOR.
- 7) Throughout your association with TMG, you will be required to be responsible and self-motivated. Since you will have access to information about the brand as well as passwords for handling social media accounts, you are expected to maintain strict confidentiality. In case the mentor finds a lack in these, she reserves the right to terminate the contract sooner
- 8) Your role in the internship will be to help with the following:

SOCIAL MEDIA CONTENT & STRATEGY





- Manage social media for the brand – Competitor analysis, improving engagement and traction, increasing followers and content strategy ideas on Instagram.
  - Deciding on themes/ colours/ designs for social media posts, well researched and duly credited content creation, stories, videos and reels ideas, edits and posting to social media.
  - If required and given the responsibility then handle all social channels LinkedIn, Facebook, Instagram, Twitter, Youtube, website and Google.
  - You may also be required to write content for the organisation which could be in the form of articles, newsletters, blogs & vlogs.
  - You will use your own social media handles and networks to reach out to institutions, students and organisations to promote the events and activities of The Mind Garden.
  - Post promotions are also part of your responsibility.
  - You will use your own social media handles and networks to reach out to institutions, students and organisations to promote the events and activities of The Mind Garden.
  - Running campaigns to increase brand presence.
  - Promotions of posts/ stories are also part of your responsibility.
- 9) You will ensure to take approval of the mentor before initiating any activity on behalf of the organisation. This includes posting any content whatsoever on the social media handles/ reaching out to potential collaborations. This may be changed once you gain competence.
- 10) It is expected that you have by weekly calls with the mentors and team to apprise her of your work and brainstorm further ideas.
- 11) You are expected to stay engaged with the team on a daily basis through WhatsApp.
- We look forward to having you onboard with us and hope you have a good learning experience.





The Mind Garden®  
bloom where you're planted

D123, Basement, Anand Niketan  
New Delhi, Delhi 110021 India

support@themind.garden | Phone: 8595725506

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Sonakshi Gandhi  
Founder, The Mind Garden.

Shamika Arunkumar Nair

