

APPOINTMENT LETTER

rajeev rai
rajeev1@gmail.com
9876543210

Sub: Appointment for ASE

Dear **rajeev rai**,

We are delighted to provide you with an employment opportunity as **ASE** with **NFCS**, Bangalore. "Company" for all purposes in this document shall mean Northface Consultancy, Bangalore.

The following are the proposed terms and conditions associated with your offer of employment:

Your initial total compensation package i.e., CTC (Cost to Company) will be **350000.0** per annum. The breakup of the compensation and benefits applicable to you is as per Annexure-1, enclosed with the Offer Letter. Your individual compensation is strictly between yourself and the Company. It has been determined based on numerous factors such as job role, skills – specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential and should not be shared with other employees under any circumstances.

initial place of posting will be in LOCATION and the **2024-01-22**

1. would be **2024-01-22**. Northface Consultancy employees during their term of employment may be deputed/transferred to any other location or office of the company or its partners, customers and affiliates based on business requirements.
2. Your employment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e., you do not have any non-complete obligations or other restrictive clauses with any previous employer).
3. If any information furnished by you in your application for employment or during the selection process, whether with the Company or your predecessor employer, is found at any time during your employment to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.
4. It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.

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5. Your designation may be changed at the discretion of the Company depending on the work assigned to you.
6. You will be entitled to take leave as per your manager's prior approval and abide by the current or any future changes to the company's leave policy.
7. You shall serve a period of **12** on probation. Therefore, you shall be due for confirmation of this position on **CONFIRMATION_DATE**. If your performance is not up to the expectation of Management, your probationary period can be extended if deemed necessary.
8. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
9. Upon your resignation or retirement from the Company or termination of your services in any manner, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties). If there are any dues from your side, then you must settle the same with the company to get the relieving and experience letters.
10. If you are absent for a continuous period of 3 working days without obtaining your manager's approval, the Company may construe this as an act of abandonment and lead to your services being terminated without notice. In such eventuality, the Company reserves the right to recover from you, all expenses incurred regarding any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by the Company, if any.
11. You will retire on the normal course from the services of the Company at the end of the month at which you attain the age of superannuation, which is 60 years.
12. You will need to sign and accept a Confidential Information and Invention Assignment Agreement with the Company which is provided to you as a separate document.
13. The notice period for separating from the company is based on management discretion and will not exceed **90 days** from written notification of resignation. This is for employees who are not on probation period.
14. You will need to sign later a certification regarding certain policies of the company— Anti- Corruption Policy, Code of Business Conduct and Ethics, Disclosure Policy and Insider Trading Policy which are being provided to you as separate documents.
15. During your employment with the Company, you shall be subject to, and must abide by, the rules and regulations stipulated by the Company. The Company may,

at its discretion, modify, from time to time, the rules and regulations, as it deems fit, without notice.

16. You will not do business with any other company (full-time or part-time) during the period of your employment with this company.

17. If, during your employment with this Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the assets to this Company prior to you ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment is liable to be withheld by the Company if the said assets so provided by the Company are not returned or not returned in good/working condition to the Company, apart from the Company's right to proceed against you as per the applicable law.

18. You shall surrender all the records, correspondence and such of the papers connected with the business in the eventuality of your ceasing to be in the employment of this Company.

19. **Non-Disparagement :** During the employment term as well as 12 months following employment term, candidate will take no action or make statements which are intended, or would reasonably be expected, to materially harm the Company, any affiliate of the Company, their respective businesses, officers, directors, or employees, harm the reputation of any of the foregoing office bearers, management group or entities or personas, or which would reasonably be expected to lead to unwanted or unfavorable publicity to any of the foregoing persons or entities.

20. **Subsidized lunch:** We provide the lunch for all our employees at 50% subsidy rate on all working days. For example, if the monthly expenditure mounts to 2,500/- for one employee then company will bear 1,250/- and balance 1,250/- will be paid by employee. This is mandatory contribution from all employees even if any employee doesn't want to go with office food option. As we are having low head count at this time, it will be difficult for us to arrange the vendor, so we have made it as compulsory. In the future, when we grow to big number, we will revise the policy to provide this benefit as choice to our employees.

The benefits outlined in the annexure are subject to change at the Company's discretion. Welcome you to the Northface Consultancy family. We look forward to a long and mutually rewarding relationship. For **NORTHFACE CONSULTANCY**

HR Manager
(Sowmya N)

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Encl:

- 1. Compensation break-up details (Annexure – 1)**
- 2. Confidential & Non-Disclosure Agreement**
- 3. Employee Innovation and Proprietary Information Agreement**

I have read, understood and accepted the above. I understand that the terms and conditions are pre- conditions for my being offered employment with the Company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Employee Signature:

Name:

Date:

Annexure -1 Compensation Break-up

Salary Components	Compensation (INR) Per Month	Compensation (INR) Per Annum	Remarks
Basic Salary	14583	175,000	50% of Total Base
House Rent Allowance	5833	70000	40% or 50% of Basic Salary (Bangalore - 40%; Mumbai - 50%)
Special Allowance	8749	105000	Rest of the components
Gross Compensation	29166	350000	
Company Contribution to PF	0	0	This is application only when basic salary is 15,000/- or more
Total Base Compensation (Fixed)	29166	350000	
Gratuity (estimate)	701	8417	Payable only on cessation after 5 years of continuous services - estimated @4.81%
Insurance (estimate)	-	-	
Performance incentive (Variable component)	-	-	Not applicable
Total Cost to Company (Gross)	29867	358,418	

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NOTE:

- Take home salary is subject to deduction of Taxes, as may be applicable.

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- Please note that the salary structure indicated above may be modified from time to time at the discretion of the company, under intimation to you. For **Northface Consultancy**

HR Manager
(Sowmya N)

CONFIDENTIALITY AND NON - DISCLOSURE AGREEMENT

During engagement with **NFCS**, hereafter referred as '**NORTHFACE CONSULTANCY SERVICES PRIVATE LIMITED**', you will have access to information relating to the Company (and its business and products), which has commercial and strategic value to Northface Consultancy and which Northface Consultancy desires to keep confidential. The term "*Confidential Information*" will include such things as trade secrets, proprietary techniques, know-how, discoveries, inventions, marketing information, business strategies, information regarding customers and suppliers, and any other information, which may be useful to Northface Consultancy and which is generally not available to the public. The following information and materials, oral, written, magnetic, photographic, optical or any other information whether now existing or created during the period of engagement with the Company will also constitute "*Confidential Information*":

1. **Trade Secrets:** All proprietary and technical information of Northface Consultancy in computer programs, services, systems, know-how, discoveries, inventions, and the like employed by Northface Consultancy and/or its affiliates.
2. **Business Procedures:** Internal business procedures and business plans, licensing technique, technical data, vendor names, purchasing information, financial information (including fee, hourly rates, commissions paid, billing and collecting information), service and operational manuals, bonus structure, ideas for new services and any such information, which relates to the way in which Northface Consultancy conducts its business and which is generally not known to the public.
3. **Marketing Plans and Customer Information:** All non-public Customer lists or marketing information and material, such as
 - (i) Marketing and business development plans, sales figures, profit margins, sales forecast, volumes, future plans, potential strategies.
 - (ii) Financial data, including financial statements, management reports, income and cost projections, fee schedules, billing policies, discount procedures, quoting policies.
 - (iii) Customer Data, including lists, names and information about existing, past or prospective Customers and their representatives, data about the terms, any communication to or from a customer, conditions and expiration of existing contracts with Customers, the quantity and nature of services received by Customers and collections, discounts or any other information obtained by the Company in its capacity as consultant for any Customers.

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4. **Third Party Information:** All information and material in the Company's possession or under its control from any other person or entity which the Company is obligated to treat as confidential or proprietary, including but not restricted to Customer related information and data.
5. All such confidential information is the sole property of Northface Consultancy. You will not disclose any Confidential Information to any person (except solely in performing your duties as a consultant to Northface Consultancy) and will otherwise keep all Confidential Information in strictest confidence and not use it for any purpose adverse to the Company. This obligation will persist, even after your engagement with Northface Consultancy has ended or on entering the services of another company. Any violation of this Agreement on your part will entitle Northface Consultancy to take appropriate legal action against you. *I have read the above agreement covering Confidential Information and understand my obligations to Northface Consultancy.*

Employee Signature:

Date:

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**EMPLOYEE INNOVATION AND PROPRIETARY INFORMATION AGREEMENT To Northface
Consultancy India
Private Limited**

In consideration of my employment by Northface Consultancy or any of its affiliates and subsidiaries ("the Company") and the salary or wages paid to me, I agree accept and acknowledge:

- a) To disclose and hereby assign to the Company for its exclusive ownership, on a royalty-free, worldwide, perpetual basis all my rights, title and interest including Intellectual Property Rights arising in any work, developed or conceived by me solely or jointly with others in any medium or format now known or later developed during the period and in the course of my employment (1) that are along the lines of the businesses, work or investigations of the Company or its affiliates or its customers to which my employment relates or as to which I may receive or have access to information due to my employment, or (2) that result from, are correlated to or are suggested by any work which I may do for the Company or its customers , or (3) that are otherwise made through the use of Company time, facilities tools, processes, information or materials.
- "Intellectual Property Rights" means all a right , title and interest to intellectual and industrial property rights recognized in any jurisdiction including any inventions, technical or business innovations, business methods or processes, (whether or not patentable), copyrights, neighboring rights, mask work rights, moral rights, trademarks, trade names, service marks, domain names, industrial designs, trade secrets including any processes, techniques, technology, algorithms, software, know-how, methodology, toolkit, tools module, manual documentation, data or database and including any enhancement, improvement, modification, adaption or derivative work thereof, whether registered or unregistered (including applications for and registrations, extensions, renewals, and re-issuances of, the foregoing).
- b) I agree not to assert at any time, and otherwise waive and hereby assign to the Company (on the above terms), any "moral rights" that I may have in copyrightable works developed by me solely or jointly with other during the period and in the course of my employment with the Company. I further waive all and any rights that I may have under the laws of publicity, personality, privacy and defamation related to or in any aspect of Intellectual Property. I hereby confirm that non- exercise by the Company of any right assigned or waived hereunder, for any period, shall not result in a lapse of the said assignment or waiver.
- c) To execute all necessary papers and otherwise provide proper assistance (at the Company's expense) during and after my employment to enable the company to obtain for itself or it affiliates and nominees, patents, copyrights, trademarks, domain names or other legal protection or recognition for such Intellectual Property in all countries.

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- d) To make or maintain for the Company adequate and current written records of all such Intellectual Property. Nothing in this agreement shall be construed as a license or right to use any Intellectual Property or Confidential information given to me by the Company, except for the express purpose of employment.
- e) At the Company's request, or upon any termination of my employment to deliver to the Company promptly all tangible or intangible items which belong to the Company or which by their nature are for use of Company employees only, including without limitation, all written and other materials including information which are of a Confidential nature relating to the business of the Company or its affiliates or its Customers.
- f) that all Confidential Information: (a) shall remain the property of Northface Consultancy or its Customers; (b) shall be related as strictly confidential by me (c) shall be used solely for purposes of my employment and for no other purpose and (d) shall not be used, copied, published or disclosed/made accessible to any party, without the Company's prior written consent, I acknowledge expressly, that the confidentiality and secrecy obligations survive for an unlimited period of time after the termination of my services / activity for the Company; and
- g) not to disclose or utilize in my work with the Company any proprietary or Confidential Information of any third party (including of any prior employers or associates), any open-source code, shareware, malicious code or disabling devices such as virus, worm, spyware, adware, etc. or any inventions or Innovations of my own which are not included within the scope of this agreement, without the prior written consent of the Company.
- h) Not to challenge at any time the title ownership and rights of the Company to such Intellectual Property or Confidential Information. I agree that if the Company does not exercise any rights assigned to it for any period, it shall not amount to lapse of such rights.
- This agreement may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators or other legal representatives or assigns.
- I represent that except as stated below, I have no agreements with or obligation to others in conflict with the foregoing.
- The term Confidential Information is used in the ordinary sense and does not refer to official security classifications of any government. The Company generally considers "secret" and "confidential" information or data which is non-public, confidential, sensitive, is disclosed under circumstances that one would reasonably expect it to be confidential and/or proprietary in nature, regardless of whether such information or data is in (i) oral, written, machine readable, recorded, or maintained on other forms of

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electronic media or (ii) marked as such or (iii) owned maintained and controlled by the Company or by any client, customer or third party towards whom the Company has an obligation of confidentiality. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise. Without limitation, examples of information which may be of a secret or confidential nature are financial information, business information plans and operations, processes, specific transactions; all materials and information relating to clients, customers, consultants, contractors or

employees, marketing and technical plans, strategies, analyses, forecasts, Intellectual Property; HR and Payroll records, information systems, personally identifiable data and/or information concerning a party's existing and future products and services. Because of the sensitive nature of the information that I may become aware of because of my employment, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Confidential Information.

Employee Signature:

Date:

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