

MILLICENT TECHNOLOGIES
#514 Gold Crest Business Center,
Opposite Manubhai Jewellers.
LT Road, Borivali W. Mumbai 400092.
Mobile: - 9819441177/9820431177
Website: - www.millicent.in

Date: 01-03-2024

Reference No: 4560-09876543

Dear yash tand,
test,test
Charring Cross Road, London.345678.

Your appointment as softwareEngineer.

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in Millicent Technologies subject to the following terms and conditions.

Job Title

You shall be designated as softwareEngineer.

The designation is for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ signations, which may impact the above fact.

- **Annual compensation**

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Company is INR 1200 per annum (Rupees 100.00 Only).

- b. Your eligibility to performance linked bonus is driven by Company's performance bonus policy. This component, if eligible, is in addition to your annual compensation.

- c. The performance bonus scheme is subject to revision at the discretion of the Company's Management.

- d. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

- **Date of joining**

- As agreed, you shall join the services of the Company on Date.

- **Probation**

You shall be on probation for a period of (6) six months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing. The company may extend the probation period at its discretion. The employee will be deemed to be on probation till confirmation order is issued.

- **Retirement**

Your retirement age shall be 60 years.

- **Transferability**

Your initial place of posting will be Mumbai. However, your services are liable to be transferred from one location to another, anywhere in India or abroad.

- **Notice period and termination**

a. During the probation period described above, either party may terminate the employment by giving 15 days notice or salary in lieu of notice, to the other party, subject to the release date being approved by the Project Manager. The management reserves the right to waive off the notice period

b. During Probation, the Company may terminate your services without any Notice, if your performance is not up to our expectations or for any other reason

c. After confirmation of services, company side may terminate your services, by giving **15 day notice** in writing or payment of salary, in lieu thereof. You will have to **give 60 day notice** to the company; in the event of your resignation. The Company may, at its discretion, with or without conditions, agree to waive off this notice period requirement of 2 months, either wholly or partly.

d. The Company may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or is likely to damage Company's reputation.

e. You are absent for a continuous period of THREE days without prior approval of your Superior (including overstay of Leave).

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

g. Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

- **Code of Conduct and Policies**

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

b. You will be bound by the Company's Code of Conduct and all other rules, regulations, policies and orders issued by the Company from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.

c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Company's policies and procedures (as may be intimated from time to time on the Company's intranet or through the Company's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

- **Confidentiality**

a. Remuneration: You shall at all times keep the details of your salary and employment benefits at the Company strictly confidential, and shall not disclose such details to any other person within the Company.

b. Use of Company's name: You shall use the Company's name, logo, trademark or other identifiers strictly in the manner permitted by the Company's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Company, you shall not use the Company's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Company's name solely to describe your former association with the Company subject to the confidentiality obligations which the Company might have undertaken in relation to any of its clients, vendors or other Company's personnel.

c. Information: You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by the Company, its representatives, authorized personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause, 'Confidential Information' means information about the Company's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Company, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential

Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.

d. At no time will you remove any Confidential Information from the Company's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Company. Upon termination of your employment with the Company, or otherwise upon the Company's request, you will immediately surrender to the Company all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Company requests, you shall also confirm in writing to the Company that you have complied with this clause.

e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Company which will not be adequately compensable in monetary terms, that the Company will have no adequate remedy at law therefor, and that the Company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Company in enforcing the provisions of this Agreement. In addition, the Company will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.

9. Non-Compete

a. You represent and warrant to the Company that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organization, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.

b. During your employment with the Company, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Company, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

c. You hereby agree not to directly or indirectly compete with the business of the Company and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.

d. You will have to seek prior permission from the Company for any employment with a client of the Company or any other organization working with a client of the Company, whose assignment you have worked on directly.

e. Subsequent to your separation from the Company, for a period of twelve months, you will not without the consent of the Company take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Company, whose assignment you have worked on in the twelve months immediately preceding your separation from the Company.

10. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

a. The Company shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that, is along the lines of the businesses, work or investigations of the Company to which your employment relates or as to which you may receive information due to your employment result from or is suggested by any work which you may do for the Company , are otherwise made through the use of Company's time, facilities or materials.

b. Not to disclose or utilize in your work with the Company, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.

c. To execute all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to your employment, to enable the Company to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

11. Personal Data

During the course of your employment with the Company, you may provide the Company with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Company may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Company's policies, to facilitate the conduct of the Company's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes .The Company will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Company or any service provider on the Company's behalf.

12. Miscellaneous

a. The following annexures form an integral part of this Agreement:

Appendix A

b. Additional Documents: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Company's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Company's exclusive discretion.

c. Supersedes previous agreement: This Agreement supersedes and replaces any existing Agreement between the Company and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.

d. Severability: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.

e. Conditions precedent: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.

f. Privity of contract: The terms of this Agreement may only be enforced by a party to this Agreement.

g. Governing law and dispute resolution: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Company shall be final and binding.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Company's records.

We welcome you and wish you every success in your career with Millicent Technologies

Yours truly,



For Millicent Technologies.

Proprietor

I hereby accept the above terms & conditions of employment.

Name:

Signature:

Date:

Place:

Appendix A

Office Code of Conduct

- As a **Developer** the company will provide you required training and support which will help you to develop your knowledge and for the same you agree to sign a **Commitment Letter** for the period of **One Year** ensuring that you will be in service of **Millicent Technologies**.

- The Company will work 6 days a week. You will be required to work 54 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off will be on Sunday and 2nd and 4th Saturday.

Leaves

- You will **NOT BE** entitled for a leave benefit during your Probation Period.
- You will be entitled to 21 (Twenty-one) days Leave per annum, credited on earn & avail basis and accumulated at 1.75 days per month subject to approval.
- Leave Encashment is as per the Company Policy.
- The casual leave in a month approval needs to be taken before the 1st of that month from the Project Manager in advance. No leaves will be granted unless it's a personal or medical emergency. The company reserves the right to deduct salary pro-rata for unapproved leaves. No leaves shall be granted beyond the cumulative accumulated leave for the employee.

Attendance

- The office timing is 10.30 to 7.30 with 1 hour (lunch + tea) break. However depending on the client geography the timings may vary for a project team or members.
- If the employee is coming late then a late mark will be put for that date, three late marks in a month will result in either deduction of leave or salary for one day. This policy is only to ensure timely attendance in office and is not intended to penalize the employee.

Mobile Usage

- Employees are discouraged to use mobile during office time except for customer calls and important personal calls. Watching mobile videos, chats or any other content that is non work related may affect the performance appraisal of the employee. Even strict action may be taken against repeat offenders.