

**Ms. Ashu Garg**  
Pune.

**Date: 03<sup>rd</sup> Oct, 2016**

Dear Ashu,

**Assignment Letter**

**1. EMPLOYMENT**

We are pleased to offer you the position of '**Intern Graduate**' with Nityo Infotech Services Pvt. Ltd (the "**Company**"), to render service that may be required by our client ("**BMC Software India Pvt. Ltd**").

The duration of your contract shall be from '**03<sup>rd</sup> -Oct- 2016 to 02<sup>nd</sup> -Oct- 2017**' the terms and conditions of your employment with the Company are as follows: -

**2. DUTIES**

2.1. You will be responsible for performing services for the Customer as assigned by the Customer's employees who are designated with authority to manage and supervise your work from time to time. You shall at all times during the period of this Agreement:

2.1.1. You will execute your work at customer premises.

2.1.2. Comply with all rules, regulations and procedures of the Customer.

2.1.3. Provide reports concerning your work activities from time to time as requested.

2.1.4. Not directly or indirectly expropriate any corporate opportunities or otherwise engage in any conduct adverse to the interests of the Company & Customer.

**3. COMPENSATION AND BENEFITS**

3.1. Details of your monthly compensation are as mentioned below:

| <b>Compensation Component</b>       | <b>Monthly (in Rs.)</b> |
|-------------------------------------|-------------------------|
| Basic                               | 10,150.00               |
| HRA                                 | 5,075.00                |
| Conveyance                          | 1,300.00                |
| CCA                                 | 8,722.00                |
| Medical Reimbursement               | 900.00                  |
| Telephone Reimbursement             | 292.00                  |
| Bonus                               | 292.00                  |
| <b><u>Total (A)</u></b>             | <b>26,731.00</b>        |
| <b><u>Deductions</u></b>            |                         |
| PF employee Contribution <b>(B)</b> | 1218.00                 |
| <b><u>Retrievals</u></b>            |                         |
| PF employer Contribution <b>(C)</b> | 1218.00                 |
| <b>CTC = (A) + (B) + (C)</b>        | <b>29,167.00</b>        |

3.2. You will be covered under Group Medical and Personal Accident Insurance policy Your salary compensation mentioned above is subjected to the deduction towards the premium amount for the same. Premium value is negotiated each year with the Insurance Company and it will reflect as the deduction that the Company will pay to the Insurance Company.

3.3. You will be entitled to all other statutory benefits wherever applicable during the contract period.

3.4. You shall at no point of time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever against client organization.

3.5 **LEAVE and PUBLIC HOLIDAYS**

a) You would be eligible for the leave of 1.5 days per month for every calendar (January to December) year

b) Candidate who joins after 15<sup>th</sup> of a month will not be eligible for any leave for that particular month.

c) Leave accrued over a year will be carried forward in the next leave cycle. Please note that in a leave cycle, only 18 leaves will be allowed and approved to be carried forward in the next leave cycle year. Any leaves exceeding 18 leaves will lapse. There will be no leave encashment applicable for any employee.

d) Public/festival holidays would be as per the policy of our client for whom you are rendering your services. Also, you would be entitled to the holidays as per the policy of our client, except floater.

4. **TERMINATION**

4.1. Either Party can terminate this contract, while it is effective, by giving One (1) month's advance written notice to the other Party.

4.2. Nityo will promptly settle all your dues after making applicable deductions. Termination of this contract shall not affect the obligations of the parties that have been incurred prior to termination. Further obligations relating to confidentiality and intellectual property shall continue after termination of this contract.

4.3. Upon expiry or termination of the contract, your employment with Nityo shall stand terminated forthwith.

4.4. The Company may by immediate written notice forthwith terminate this Agreement and without compensation if you:

4.4.1. commit any act of gross misconduct or repeat or continue (after written warning) any other [material] [serious] breach of your obligations under this Agreement; or

4.4.2. are guilty of any conduct which in the reasonable opinion of the Customer brings you or the Company into disrepute; or

4.4.3. disobey or neglect or refuse orders or directions given or wilfully neglect or refuse to perform any duty given by the Customer; or

- 4.4.4. are convicted of any criminal offence; or
- 4.4.5. commit any act of dishonesty whether relating to the Customer, any of its employees or otherwise; or
- 4.4.6. wilfully give any false information or make any misrepresentation to the Company; or
- 4.4.7. are in the reasonable opinion of the Customer incompetent in the performance of your duties.

## **5. CONFIDENTIALITY**

### **5.1. "Confidential Information" which is defined as including:**

- 5.1.1. "documents, materials and information (whether oral, written, visual, electronic or otherwise and whether or not marked "CONFIDENTIAL") relating to the business or affairs of the Company, its management, subsidiaries, and affiliated or associated companies, including but shall not be limited to the Company's price lists, the Company's clientele contact lists, propriety information on accounts, trade secrets, know-how, trade connections, apparatus, process, formula, product, invention, system, and all other information of a private and confidential nature".
- 5.1.2. During the course of your employment, you will acquire or develop confidential and proprietary information concerning the Company and its dealings and methods of dealings with its customers and employees, and you also will develop relationships of special trust and confidence with the Company's customers and employees.

### **5.2. Hence, you agree to be employed by the Company on the terms and conditions set out below:**

- 5.2.1. You agree that such Confidential Information is for the Customer's exclusive benefit;
- 5.2.2. You shall not at any time now or hereafter, directly or indirectly use or disclose any Confidential Information, in part or in whole to any other person, except with specific approval, in writing, from the Customer; and
- 5.2.3. Your compensation and other benefits are confidential and are not to be divulged to any person who is not authorized by the Company in this regard.
- 5.2.4. Upon the conclusion or termination of your employment, you will promptly return to the Company or Customer, all Confidential Information in whatever form (including all copies thereof and documents, reports, summaries and notes derived there from) provided in the course of your employment. You shall also delete, remove or destroy all copies of the Confidential Information from any unauthorized databases or document retrieval system into which they have been placed and certify to the Company that the same has been done.

## **6. USE OF INTELLECTUAL PROPERTIES**

- 6.1. You agree that any and all Intellectual Property conceived, discovered, created or invented by the Customer or you in the course of your employment by the Company now or after the date hereof shall belong to the Customer and that you shall upon request, execute the necessary documents, applications and assignments transferring the same to the Customer and do all other things requested to perfect the Customer's rights therein.

- 6.2. You acknowledge and agree that the Intellectual Property belonging to the Customer shall be used for the purpose of your employment for the Customer and during the term of your employment only. You shall not directly or indirectly acquire any rights in respect of the Intellectual Property and that all such rights and goodwill are and shall remain vested in the Customer.

7. **NON-COMPETITION AND NON-SOLICITATION**

- 7.1. You shall not during your employment with the Company, directly or indirectly engage in any business competitive with the Customer, whether as a owner, partner, shareholder, officer, employee, agent, consultant or otherwise.

8. **GOVERNING LAWS**

- 8.1. This Agreement is governed by, and shall be construed in accordance with, the laws of India and you will hereby irrevocably submit to the exclusive jurisdiction of the Courts of India in respect of any proceedings arising out of or in connection with this Agreement.

9. **ENTIRE AGREEMENT:**

- 9.1. This Agreement represents the entire agreement of the Parties and it supersedes all prior statements, discussions and understandings and may be amended only in writing signed by both Parties.
- 9.2. Any breach of this Agreement provides justifiable ground for the Company to dismiss you without any compensation of whatever nature as a result of the dismissal. The dismissal does not relieve you from the obligation to compensate the Company for any and all damage suffered.
- 9.3. In addition to and without prejudice to the Company's rights above, you agree to indemnify and hold the Company and its Customer harmless against all claims, losses, damage, costs, expenses, proceedings, fees of legal advisers (on a client-solicitor basis) and fees of other professionals incurred by the Company arising from a breach or neglect or alleged breach or neglect of this Agreement.
- 9.4. The Company reserves the right to vary any of the terms and conditions of employment in accordance with the changes in its policies and practices under intimation to you.

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| Agreed to and accepted with the express intent to be legally bound     | For Nityo Infotech Services Pvt Ltd   |
| <hr/><br>Signature<br>Name: _____<br>Passport No. _____<br>Date: _____ | <hr/><br>Signature<br>Name: Ketki Datar<br>Designation: Sr.HR. Executive<br>Date: _____ |