

EXCELCULT

Date- 31 July 2017

Dear Jack,

Subject: Appointment Letter

We are pleased to appoint you as an employee in ExcelCult on the following terms and conditions:

- A. Designation : Sr.Consultant**
- B. Date of Joining : 24 Jan, 2020**
- C. Location : Texas**
- D. CTC : INR 5,80,000/-**
- E. Performance Bonus : INR 80,000/- per annum**

1. General Terms and Conditions

- a. This appointment letter contains broad terms and conditions of service governing this employment which are subject to change from time to time at the Company's discretion. Hence you are requested to contact Human Resources / your Manager for policies / rules / regulations, which are applicable to you.
- b. We trust that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, the Company reserves the right to take appropriate action, up to and including the termination of employment without notice.
- c. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this employment.
- d. Your employment is governed by this letter and the applicable rules and policies provided in the "Employee Manual" available with Human Resources.
- e. This appointment is being made to you subject to your producing the relevant documents as intimated to you by the Company.
- f. **Transfer:** You may be transferred to any of the other offices/branches or subsidiaries/affiliates of the Company, either domestic or overseas, should the business need arise. You will be subject to, and hereby confirm that you will abide by the applicable Employee Manual as may be in effect from time to time with respect to your function or the location to which you are so relocated.
- g. **Retirement:** An employee shall retire from the services of the Company at the end of the month in which he/she attains the age of 60 years, which is the age of retirement for all employees. The age of retirement shall be reckoned in accordance with the Gregorian calendar.
- h. This appointment is made on the understanding that your employment is on a full time basis and that you shall not engage yourself directly or indirectly in any business or service other than the Company's business or services. In addition, this employment is of continuous nature and does not entail any compensation for any overtime worked by you.
- i. You will not take up any employment or assignment (remunerative or honorarium) with any other organization, body or person without the consent of the Management in writing during the tenure of your service with us.

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- j. As part of the employment process, you will be required to undergo a 'background check' and that will be conducted on the basis of your documents and declarations. This offer is contingent on a clear background check and may be rescinded by the organization if that is not the case
- 2. **Key Result Areas:** You shall be briefed upon your Key Result Area (KRA) milestones and the applicable timelines for review within a month (30 days) of joining. This document shall be submitted to Human Resource department after a sign off is obtained from both parties and will set guiding principles for your performance. Your targets, territories, KRA and product to be sold (if applicable) will be governed by the Performance Plan.
- 3. **Date of Commencement and Working Hours:**

Your appointment with **Excelcult** will be effective on your joining date. The normal working hours are 9.00 AM to 6.30 PM with a total break time of one hour (for lunch and two breaks during the day) Monday through Friday. However, due to business exigencies/ Customer requirements, employees may be required to work at different timings or for longer hours, which may be prescribed by the manager from time to time. For employees who have been allowed to report at a different timing, a written approval must reach the HR department before the deviation can be implemented.

4. Probation and Notice Period

- a. You will be on probation for an initial period of six months from the date of your joining.
- b. The Company may confirm your services based on satisfactory performance during the probation period. In case your performance is found unsatisfactory during the probation period, the Company may, at its option, terminate your employment with immediate effect or extend the probation period.

It is understood that the Company would be fully entitled to terminate your services with a 30 days' notice during the probation period without assigning any reason. Similarly you may leave the services of the Company giving 30 days notice without assigning any reason at any time during the probationary period.

Acceptance of Offer of Employment

I agree to accept employment on the above-mentioned terms and conditions. I will join the Company on or before the Date of Joining mentioned in the Letter of Offer.

Signature:

Date:

Name: