

## **Letter of Appointment**

**Name:** Durgesh Sharma

**Address:** 31 K, Gram Bardiha Dalpat, Bardlha Dalpat, Deoria, Uttar Pradesh

**Appointed as:** Technician

Dear Durgesh Sharma,

We refer to your recent interview for the above position and are pleased to inform that we are offering you the position of Technician with our company J P Techatronics located Panaji Goa.

### **Employment**

You will be subject to:

- You being able to carry out your role physically present in J P Techatronics office Panaji Goa, India and your obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment.
- Your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment with the Company and affirm that:
- you are not in breach of any prior employment contract;
- you have not taken or otherwise misappropriated - and you do not have in your possession or control – any confidential and proprietary information belongings to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
- you are not subject to any other employment or any contractual post-employment restraints
- you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

### **Probationary Period**

Your probation period will be 6 months fresher plus 6 months probationary. We will duly notify you if you have not successfully completed your probationary period or extension thereof. Your probation period will serve, among other things, to evaluate and verify your performance and your abilities as they pertain to your position.

If we don't notify you at the end of your probationary period, you will be deemed to have successfully completed your probationary period.

### **Working Hours/Place of Work**

Office timing is from 09:30 am to 06:30 pm with 1 hour lunch break.

You may also be required to work different or additional hours to perform your duties, depending on your department's needs.

You will normally work at the Company's office in Panaji but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

### **Monthly CTC**

14000/- per month (for one year, thereafter revision will be done based on performance)

**Payment terms**

Our payment cycle is on 15<sup>th</sup> of the following month. Thereby dues till 31<sup>st</sup> of previous month will be paid on 15<sup>th</sup> of next month.

**Leave**

Total number of leaves are 16 per year inclusive of all types of leave including sick leave (not applicable for the probationary period).

Leave application to be submitted and approved one week prior to day of leave.

- After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- You must comply with the Company's consecutive days leave' policies.

As agreed, the minimum contractual period for the above position is two years from the date of joining. There after as per company standards notice period will be of two months upon acceptance of the submitted hand written letter.

**Confidentiality**

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any members of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the J P Techatronics policies and code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorized by the Company or required by law.

**Termination**

Your employment may be terminated as follows:

- By either party giving to the other prior written notice of at least the Notice Period or the Company making a payment in lieu of all or part of the Notice Period.
- By the Company at any time without notice or compensation if you:
  - are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful discharge of your duties;
  - seriously breach the Code of Conduct and any other Company policies;
  - disobey the Company's lawful and reasonable instructions/requirements;
  - habitually neglect your duties; or
  - otherwise commit a material breach of your employment terms.

During any Notice Period, the Company may put you on 'garden leave' and may, amongst other things, do any or a combination of the following:

- suspend you from the performance of any duties or assign you alternative duties;
- exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;

- require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents, or consultants of the Company or any other member of the Group;
- require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- remove your access to the Company premises and computer systems; or
- require that you return any property belonging to the Company per the Company's policy on "Return of Company Property" provided in this offer letter.

All your duties (whether express or implied) under your employment and this letter – including without limitations your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information – shall continue throughout the Notice Period and any period that you are on garden leave.

#### **During any Notice Period:**

- you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointment by the Company or any of the Group Companies to take over your role or responsibilities; and
- you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and advice on matters relating to work
- you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or the operations of the J P Techatronics.

#### **Post-Employment Restrictions**

For a period of six months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

For a period of six months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

The duration of the restrictions will be reduced by any period of notice that you work out or any period or garden leave as provided in this offer letter.

In this paragraph:

- "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- "Restricted Client" means any person:

- Who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
- With whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date
- But does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company.
- “Relevant Date” means the date your employment terminates.

### **Return of Company Property**

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J P Techatronics and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J P Techatronics all documents and other materials (whether originals or copies or in hard copy or electric form) concerning the Company and/or J P Techatronics or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or J P Techatronics. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J P Techatronics.

### **Miscellaneous**

- This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.
- If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted.
- This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.
- If, during your employment with J P Techatronics, you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.
- The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of J P Techatronics business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook.

### **Acceptance and Code Affirmation**

Upon signing this letter, I accept the terms and conditions described above.



I hereby affirm that I have read, understand, and am in compliance with the J P Techatronics Code of Conduct and all internal J P Techatronics policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable J P Techatronics policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, J P Techatronics policies, or laws or regulations applicable to J P Techatronics business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the J P Techatronics intranet as well as on its public website.

**J P Techatronics**

Standard terms and  
conditions of the company applied

**Employee**

(Durgesh Sharma)