

ANNEX-C
ICS Standard Terms & Condition of Appointment.



The below mentioned govern the terms and conditions applicable to all regular employees / Sub-Contractors in Region India unless otherwise indicated.

The aim of setting these regulations is that they reflect good working conditions in relation to the local practice and shall be looked upon as constituting part of the employee's / sub-contractor's remuneration when considering the employment package / contract agreement

1. DUTIES:

The ICS Management and those in authority over you shall assign the members duties from time to time, which you shall be called upon to discharge and any other duties which in the opinion of the company are within Employee's / Sub-Contractor's capacity to discharge and he/she will forthwith undertake to discharge those duties with diligence and care.

The Employee / Sub-Contractor / affiliates / identities assigned with any task on behalf of ICS hereon referred as the person who in any form of contract / agreement / verbal commitment / day rate or even if voluntarily acting on behalf of ICS hereon referred as the person in contract with ICS and acting for / on-behalf of ICS hereon referred as providing service to ICS or its Client shall be held responsible and accountable (responsible and accountable meant in this subject as accountable and responsible that the act / task done causes loss which shall be transferred upon the person in contract providing service to ICS or its Client) for the work which shall be defined as all acts, deeds, audits, inspections, witnesses, assessments, judgments, reports, executions, reviews, tests done by him / her, use of stamps, holograms, ICS letter heads, Continuation sheets, affixed and confirmed by him / her in his/her reports by either signing or even assigning his / her name / signature or / on behalf of ICS and shall be held responsible and accountable if at any point of time including the cool off period as defined currently 2 years from leaving ICS (to be read parallel with the cool off in the contract and the higher of the periods shall govern) if found that the information provided is inappropriate has caused loss / damage to ICS. Inappropriate information is defined as any incorrect, misleading, incorrect judgment, allegedly caused or induced by their mistake, negligence, breach, warranty, claims, any other act, omission or error by the employee / sub-contractor including gross negligence or willful misconduct by employee / sub-contractor. Loss is herein referred as any inappropriate information which may result in any loss, damage, expense, brand loss, image loss or even any kind of intangible loss to ICS. This applies regardless of whether the loss, has affected anyone with whom ICS has a contract or a third party who has acted or relied on decisions made of information given by the employee / sub-contractor on behalf of ICS.

2. PLACE OF POSTING / DEPUTATION:

The place of posting of the ICS employee / sub-contractor is indicated in the appointment/contract letter.

The employee's / sub-contractor's services are liable to be transferred in such capacity that management may determine to any other department / branch under the same management or same principals, whether existing or to be set up in future, in India or overseas. In such cases, you will be governed by the terms and conditions of service applicable at the new placement. You will also be liable to be deputed to such branches / projects for periods as may be decided by the Management from time to time.

If you are appointed as TPI surveyor, following conditions will be applicable to you:

- a) You are deputed on the (nominated project) which is made known to you at the time of joining.
- b) You shall be deputed on the (nominated project) as per the terms and conditions of the client which are made aware to you at the time of joining.
- c) You shall be deputed at any location within the (nominated project) as per the client requirement without any extra cost to ICS.

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- d) You shall be available for work as per the client requirement. Working on Sundays / holidays or any extra work beyond the normal working hours may be compensated if payable by client for whom you are deputed.
- e) Normally, you shall be deputed on the nominated project. However, you shall be deputed anywhere in India depending upon your competency and ICS requirement without any extra cost to ICS.
- f) In case the client wish to demobilize you from your nominated project, then you shall be either mobilized to some other project in India without any extra cost to ICS or you shall be treated as LWP (leave without pay) if there is no requirement for other ongoing projects. You shall be remobilized on the nominated project depending upon the client requirements.
- g) You shall be given three days advance notice for you deputation on other project in case you are demobilized from the project for which you are nominated. You shall report to project site within three days or it shall be assumed that, you are not interested for deputation on other project. In such cases, you shall be treated as LWP (leave without pay) from the date of demobilization or your contact shall be terminated from the date of demobilization.
- h) In case, the nominated project is discontinued or not renewed by client then, you may be deputed on other project as per ICS requirement or your services shall be liable to terminate.
- i) You services may be terminated in case of any breach of code of conduct or any serious complaint received from the client.

3. WORKING HOURS:

- a) Normal working hours will be based on the place of posting and ICS's normal working hours. Normal working hours is 8 hrs. i.e. 09.00 am to 05.15 p.m. inclusive of lunch time 15 min. i.e. 01.00 pm to 01.15 pm only with 6 days per week except weekly off and as per List of ICS public holidays.
- b) Whereas Project Team will observe the timing at site as per specific project requirement at site that may be 8 hrs / 10 hrs / 12 hrs covering Onshore / Offshore.
- c) Permanent and Confirm staff if joined on or before 1st February 2014 can avail off on two Saturdays in a month if completed 2 years (593 working days). There shall be 6 days week for all those who have joined on or after 1st February 2014 or defined as per specific station / location under the instruction or Chairman & Managing Director.
- d) No overtime/nor compensatory off will be allowed and/or paid for working beyond normal working hours, working on holidays and on weekly off unless otherwise written prior approval obtained from ICS
- e) No leave on continuous deputation at site unless prior approval obtained from ICS and/or client well in advance and in writing.

4. DRESS CODE:

It is utmost important that service quality of ICS is reflected in the presentation, act, execution and documentation, etc. All are requested to come in formal clothes from Monday to Friday. Hence all ICS employees / sub-contractor's need to maintain their presentation, the following dress code shall be followed by all the Auditors/Surveyors and Staff (Marketing).

For Male Employees / Sub-Contractors:

- Navy Blue Suit/Blazer (Double Breast/Single Breast) with navy blue colour pant.
- White Shirt
- Neck Tie
- Black Shoe

For Female Employees / Sub-Contractors :

- Navy Blue Colour Blazer
- White Shirt/Top
- Navy Blue Colour Skirt/Trouser
- Belly Black Shoes
- Navy Blue Saree

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Above dress code shall be used during visit to the clients, meetings and internal / external audits/surveys. The amount payable towards dress has been re-structured as per grades and included in the salary structure/ Sub-contractor's fees and is paid on monthly basis.

5. WORK ENVIRONMENT:

The welfare of staff is an essential principle of ICS. The Company aims to provide all of its employees / Sub-contractors with safe conditions of work and competitive terms of employment. Sexual or racial harassment will not be tolerated.

6. HEALTH, SAFETY AND ENVIRONMENT:

ICS takes seriously, its responsibility to conduct its operations with proper regard for the environment and to the health and safety of all those involved in the operations and the public at large. ICS employees / sub-contractors should abide with all statutory, regulatory and legislative requirements

7. COMPENSATION AND ALLOWANCES :

A) SALARY / Contract Fees: Salary / Contract Fees at ICS, India represents the foundation of ICS's "Total Compensation" philosophy. Salary/ Contract Fees at ICS is market-competitive (based on regular local market surveys that ensure competitive wages). On the individual employee / sub-contractor level, the amount earned is determined by employee / sub-contractor performance. Gross Salary comprises basic salary and a mix of allowances (i.e. housing allowance, Medical Allowance, Children Education Allowance/Professional Development Allowance etc.), which help employee optimize tax payouts. Normally salary / Contract Fee is paid by the 1st week of the month.

B) VARIABLE PERFORMANCE INCENTIVES: Variable Performance Incentives are payable to the employee / Sub-Contractor subject to fulfillment of performance subject to applicability in his / her contract agreement.

C) RETENTION OF SALARY / SIGNING OF INDEMNITY BOND : As per ICS HR Policy the employee / sub-contractor's one month salary (in installments) shall be retained with the company until his tenure with the company OR he / she may sign an indemnity bond.

D) SALARY / CONTRACT ACCOUNT: All the employees / Sub-Contractors have to open their Salary/Contract Account with ICS Bankers and the same will be operated by ICS Bankers (currently HDFC Bank).

E) Future increase in compensation and future prospects in the company shall entirely depend on the individual's efficiency, hard work, regularity in attendance, sincerity, good conduct and such other relevant factors and company performance. All employees / Sub-contractor, regardless of classification or length of service, are expected to meet and maintain Company standards for job performance and behavior FA-22 / FA-07 will be duly filled by concerned departmental Head and submitted to HR. It shall be the onus of the employee / sub-contractor to complete the required reports and submit it to the reporting head for review. The confirmation will be effective from the date of completion of review by the HR Department. Until your appointment is confirmed in writing, you shall be deemed to be in probation.

8. OTHER BENEFITS:

A. Personal Accident Insurance Scheme:

It is applicable to all the employees / full time sub-contractors of ICS and covers total / partial disablement / death due to accident and due to accidents on ICS duty. This scheme is to provide adequate insurance coverage for Hospitalization expenses arising out of injuries sustained in an accident.

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ICS limits its liability to the maximum as per the settlement received from the Insurance Company.

B. Computer / Laptop / Cellular Phone / Safety Items:

The equipment, hardware and software given to employee / sub-contractor during his service for official use shall be returned in original & working condition on demand and/or in case of resignation, termination and/or upon expiry of the service agreement.

In case of breach of any above written condition ICS holds the right to withdraw the above facility at any time during tenure of his/her services & initiates a legal action as per Indian IT Act.

The Facilities / Benefits given to the Sub-Contractor will be privilege to the sub-contractor. Facilities / Benefits given by ICS will remain as facilities. It is intended only for the person to whom it is addressed. Please note that the facilities given to you, can be withdrawn without any notice or intimation, and no sub-contractor can hold ICS responsible for any activity.

If the above Asset lost / damaged by employee / sub-contractor he /she has to pay 100% cost of the asset to ICS.

9. MEDICAL EXAMINATION & VERIFICATION OF PARTICULARS:

It is a condition of employment that the Company is satisfied with the medical fitness of the employee / sub-contractor to carry out his / her duties.

Employees / Sub-contractors shall bear the cost of his / her initial and regular medical examination so as to ensure that they are medically fit. Medical examination & test to be carried out by a General Practitioner are as follows:-

Initial/ Time of joining	: Chest PA View, Eyesight Checkup, Blood and Urine Checkup.
Employee / sub-contractors below 40 years of age (Once in 3 years)	: Chest PA View, Eyesight Checkup, Blood and Urine checkup
Employee / sub-contractors above 40 years (Once in 2 years)	: Chest PA View, ECG, Blood Sugar, Urine and Eye Test.

In addition, where special contracts require the participating ICS Employee / sub-contractors to have a medical check-up / Doctors declaration, the same needs to be carried out.

Employee shall bear costs of such medical check up.

The Management has the right to get you medically examined by any certified medical practioner during the period of your service. In case you are found medically unfit to continue the services of the company, you will lose your lien on your service/appointment in the company.

b. In case particulars mentioned in the employee / sub-contractor's application, documents submitted thereof are found false or unsatisfactory, the employee / sub-contractor the Company reserves the right to take any action deemed fit including reduction of Gross Salary / Contract Fee or termination at any point of time without any notice or compensation in lieu thereof.

Specialist & Empanelled: Medical Examination is Not Applicable.



10. LEAVES / OFF:

The Company leaves year runs from the 1st of April to the 31st of March. All Leaves / Off will be applicable as per WI/A/31 Leave Procedure.

Except Sick Leave, no other leave shall be applicable after submission of resignation.

In the event of submission of resignation, leaves availed before submission of resignation, if found in excess of pro-rata of annual applicable shall be liable for deduction.

Carry forward of leaves is not allowed as per ICS Policy and shall not be compensated / exchanged / encashed.

For More details kindly refer WI/A/31 Leave Procedure.

11. EXPENSES FOR OFFICIAL VISITS (If Applicable in Contract Agreement):

11.1 Local Travel: The ICS Employee / sub-contractors will be entitled for quarterly local train or bus pass as per grade applicable for the category grade or as specified in contract / offer letter, which shall be reimbursed by supporting vouchers.

11.2 Outstation Travel: The employee / sub-contractor will be entitled to claim expenses as per the level fixed as per ICS Travel Policy. Each employee / sub-contractor shall ensure to use the most economical mode of travel keeping into account the profitability concept.

The most appropriate and cost effective class of travel should be used in accordance with the client's contract terms and giving due consideration of economy to the station / region.

11.3 Air Travel: All air travel shall have prior approvals of the Chairman & Managing Director. Moreover, no Air Travel if the client does not reimburse it. Air travel should be well-planned and most economic air ticket to be purchased from specials schemes such as senior citizen, auction, etc.

11.4 Subsistence: All boarding & lodging should be limited to most cost effective manner by staying in a reasonable and clean hotel.

11.5 Project Site Allowances: Applicable as per ICS Guidelines issued for the Project from time to time.

Reimbursement of expenses / TADA will be applicable as per WI/A/15 for employees and full time sub-contractors or as specified in his offer / contract letter.

If the Company makes an overpayment to you on account of compensation / allowances/ expenses / etc. to which you are not entitled, or is more than that to which you are entitled, you agree to allow the Company to recover the overpayment by deductions from your salary or other payments due to you. Any deductions will normally be made over the same period that the overpayment was made. It is in your interests to regularly check your pay slips / disbursements made

12. PROBATIONARY PERIOD FOR NEW EMPLOYEES

The initial probation period for permanent / regular full-time and permanent / regular part-time employees lasts up to 12 months from date of joining. During this time, employees have the opportunity to evaluate our Company as a place to work and management has its first opportunity to evaluate the employee. During this probationary period, Company have the right to terminate employment without giving advance notice and payment of salary / contract fee (gross) in lieu thereof. However during probationary period the employee have the right to terminate employment with advance notice of 30 days or payment of salary / contract fee (gross) in lieu thereof.

Upon satisfactory completion of the probationary period, the employee's performance will be evaluated by his/her Reporting Manager and recommended for which would be further reviewed by the HR Manager and the employee will be notified of his/her new status with ICS. Probation

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period can be extended looking at the performance of employee which shall be solely ICS discretion.

13. EMPLOYEES COMPETENCE:

ICS emphasizes continuous professional development of their enhancing the competence of its employees / sub-contractors through regular training, organizing workshops/seminars etc. Management on the basis of their job assignments identifies the training needs of the employee.

In case the employee/ sub-contractor resigns or his services are terminated on the employee's / sub-contractor's accord before the completion of the said period he/she is liable to pay refund all the fees and expenses incurred by ICS on his/her training and qualification and expenses incurred on selection and appointment of a replacement. Refer WI/A/27 Training Expenses Calculation and Buy Back for more details.

14. CODE OF CONDUCT:

ICS expects the highest level of personal conduct by all employees / sub-contractor with a high standard of initiative, efficiency and economy regardless of position. Honesty, integrity and fairness form the cornerstone of relationships inside and outside the company.

ICS employees / sub-contractor's should not use ICS office and its facility for personal work. Use of office facility for personal work results into unhealthy situation and may adversely affects the efficiency and effectiveness and could hamper the growth and development of the growing organization. This may also cause a "conflict of interest" and work against the interest of our organization and individual.

Please note unprofessional approach shall be considered as breach of confidence and shall be dealt seriously.

All employee / sub-contractors are expected to behave in a disciplined manner, as per ICS code of conduct and code of ethics. Disciplinary action shall be considered as a process aiming at adjusting such behavior if such disciplinary is contemplated it shall have the following elements.

The alleged behavior should be thoroughly investigated.

The Employee / sub-contractors shall receive a clear explanation of the behavior in question and why it is appropriate

The appropriate standard of behavior should be defined

The consequences of not reaching the appropriate standard of behavior in the time frame should be defined.

Normally disciplinary process will involve at least two warnings before the termination of service.

In case, at any time any employee / sub-contractor is found guilty of breach of confidence disciplinary action would be taken and could result into suspension/termination of services.

In addition to above ICS Employee / sub-contractors shall ensure following Code of Ethics and Code of Conduct as defined in CM 3.

ICS has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.



15. ATTENDANCE / PUNCTUALITY:

The Company expects that every employee / sub-contractor will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees / sub-contractors and on the Company.

If you are unable to report for work for any reason, notify your supervisor before regular starting time. You are responsible for speaking directly with your supervisor about your absence. It is not acceptable to leave a message on a supervisor's voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day.

Should undue tardiness become apparent, disciplinary action may be required.

If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify your supervisor at least [seven working days] in advance. Each request for special work hours will be considered separately, in light of the employee / sub-contractor's needs and the needs of the Company. Such requests may or may not be granted.

ABSENCE WITHOUT NOTICE: When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your duties, and helps other employee / sub-contractors to continue work in your absence. If you do not report for work or remain absent beyond the period of leave originally granted or subsequently extended and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation

16. COMMUNICATION:

ICS telephones/mobiles are intended for the use of serving our customers and in conducting the Company's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line.

To respect the rights of all employee / sub-contractors and avoid miscommunication in the office, employee / sub-contractors must inform family members and friends to limit personal telephone / mobile calls during working hours.

If an employee / sub-contractor is found to be deviating from this policy, he / she will be subject to disciplinary Action.

Employee / sub-contractors are allowed use of the Internet and e-mail when necessary to serve our customers and conduct the Company's business.

Employee / sub-contractors may use the Internet when appropriate to access information needed to conduct business of the Company. Employee / sub-contractors may use e-mail when appropriate for Company business correspondence.

Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee / sub-contractor's productivity. Employee / sub-contractors are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. ICS reserves the right to access and monitor all files and messages on its systems.



17. CONFIDENTIALITY:

The terms and conditions of appointment is confidential and may not be disclosed to or discussed with anyone.

All personnel shall protect information; data available in soft or hard formats against unauthorized access and use by controlling creation, deletion, alteration, duplication/ copying (in full or part), exchanging of information and ICS intellectual property through any media like floppy, CD, e-mail, networking etc., maintain confidentiality, integrity & make available all necessary & related information & services to the employer.

The compensation / remuneration /salary package is strictly confidential between the employee / sub-contractor and the organization and any breach of this confidentiality on the path of the employee / sub-contractor would be viewed seriously.

During the continuance of the contract and thereafter, personnel / sub-contractors will not divulge to any third person, firm, or company, or his authorized representatives any of the trade secrets or confidential information and ICS intellectual property that he/she may or suppliers of ICS or affiliated companies, including and not limited to proprietary technical data, specification and methods of manufacture /service. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Nor would he / she use such information by himself / herself or indirectly require during his/her your contractual employment such as concerning process of manufacture, business practices or affairs of the company or any of its associates or their customers in any manner whatsoever which directly or indirectly cause any loss or damage of the company. ICS employee / sub-contractors shall ensure that they abide by the clauses as laid down in FC-13 & FC 12.

- 17.1 All information concerning the ICS activities obtained by the sub contractor in the course or conduct of the services hereunder and all information or data otherwise furnished to the sub-contractor by ICS shall be considered confidential and shall not be disclosed by the sub-contractor to any third party without the prior written consent of the company or used by the sub-contractor for any purpose other than carrying out the services.**
- 17.2 All personnel / sub contractor shall not publish or permit to be published any pictorial, written, oral or other information relating to the contract with ICS & contract between ICS and its clients, the services, the performance thereof or the activities of ICS without the company's prior written consent. Such consent shall be given(if at all) separately in relation to each specific application therefor and shall apply only to that application. The accuracy of any such information released by the sub contractor and not supplied directly by ICS is the absolute responsibility of the personnel / sub contractor.**
- 17.3 ICS shall undertake to keep confidential all techniques, know-how, methods and processes which are the property of or are proprietary to the personnel / sub-contractor. ICS shall also treat as confidential and shall not, without the personnel / sub-contractor's prior written consent disclose to any third party any other information which is clearly marked as confidential by any personnel / sub contractor.**

The provisions of clauses 17.1 and 17.2 shall not apply to information which :

- a) Is a part of the public domain; or**
- b) Was in the possession of the relevant party prior to the effective date and which was not subject to any obligation of confidentiality owed to the other party; or**
- c) Was received from a third party whose possession is lawful and who is under no obligation not to disclose; or**
- d) Is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the services or the relevant party, or of any relevant stock exchange.**



18. TERMINATION:

Both the employee / sub-contractor and the Company have the right to terminate employment with advance notice of 30 days in writing to the other. The notice period could be further extended upto 3 months if desired by the management and incase employment is greater than three years including probation.

ICS may at its sole discretion terminate this contract without notice, if in opinion of ICS, the continuance of employee / sub-contractor's employment is detrimental to the interest of the organization./ misconduct on part of employee / sub-contractor, provided that in the event of termination provided as hereinabove, all benefits /perquisites / allowances shall stand forfeited immediately and the employee / sub-contractor will only receive any statutory benefits as applicable on the date of termination. The Management shall also have the right to suspend the employee / sub-contractor without salary / fees or compensation pending investigation, enquiry, etc. for any misconduct that may be allege against the employee / sub-contractor.

Similarly if an individual decides to serve resignation from their employment with the company, the employee / sub-contractor may do so by giving one-month notice in writing, he/she shall serve the Company for the entire one month's notice period and if he / she quits the employment or remains absent from duty during the said one month's period of notice or any part thereof, the employee /sub-contractor will not only forfeit his/her salary for the period of absence, but shall also be liable to pay the Company a sum equivalent to one month's salary or part thereof, by way of liquidated damages and the Company will not be entitled to appropriated dues payable to the employee / sub-contractor on account whatsoever, towards these damages. In case the employee / subcontractor fails to report to work during the notice period or does not hand over charge to his / her superior or as authorized / stipulated by the procedures, the Company may initiate disciplinary action and dismiss the employee / sub-contractor from employment, forfeiting all legal dues etc.

In case an employee / sub-contractor serves resignation, ICS holds the right to reduce /withdraw serving the notice period by the employee / sub-contractor if in interest of the organization. In such case dues as the last date of working of the employee / sub-contractor would be payable to him / her.

In case the subcontractor does not give one month's notice this contract shall get revalidated automatically for one month or upto the notice submitted by sub-contractor or can be terminated only by ICS any time after the expiry of the contract.

The Contract shall be temporarily suspended due to client's suspension of work due to monsoon or any other reason and no contract fee or allowances shall be payable during the suspension period and this temporary period shall considered as sine die period.

The Contract can be terminated without the notice if the sub-contractor has been appointed for a Specific Project and the Project gets completed or does not get renewed.

The services of the employee/sub-contractor are liable to be terminated at any time without any notice as and when the Company comes to know of your any previous conviction by and court of law or you are convicted by a court of law while in service of the company.

ICS Employee / sub-contractors will return to the company all kits, manuals, documents, tools, spares, stamps, mobile phones, PC's, Laptops, camera, data cards, holograms and any other articles and/or copies thereof belonging to the company in his possession, upon termination /resignation of his services. Hardware and software given to employee / sub-contractor during his service for official use shall be returned on demand in original & working condition in case of resignation, termination and/or upon expiry of the service agreement.

On termination of this contract, the sub-contractor will immediately give up to the company all information, data, intellectual property, correspondence, specification, formulae, books, documents, effects, market data, cost data, drawings or records, etc. belonging to the company or relating to its business and shall not retain or make any copies of these items. The terms of termination are strictly confidential between Sub-Contractor and the company. The Sub-Contractor agrees that at all times after the termination date, directly or indirectly not to:

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- Use for his / her own purposes or those of any other person, company, business entity or other organization whatsoever;
- Disclose to any person, company, business entity or any other organization whatsoever.

Any trade secrets or confidential information relating or belonging to the company or any of its subsidiaries or associated companies including but not limited to customers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, employee / sub-contractors or officers, financial information or plans, designs, formulae, product lines, research activities, any document “confidential” or any information which you have been advised is “confidential” or which you might reasonably expect the Company to regard as “confidential” or any information which has been given to company or any of its subsidiaries or associated companies in confidence by customers, suppliers or other persons.

The employee / sub-contractor on resignation/termination shall not take up employment with an organization in the similar industry/service line for a period of two years.

19. CONVENANTS:

You agree that you will not either on your own accord or on behalf of any other person, company, business entity or any other organization whatsoever

- a) Contact any person employed by the Company for the purpose of enticing such employee / sub-contractor to accept alternative employment or influencing such employee / sub-contractor to resign from the Company;
- b) Contact with any party that was a client of the Company for the purpose of providing any such client with products or services, which the Company considers is in direct competition to the business of the Company.

You undertake that you shall use your best endeavors to ensure that any contact that you have with any employee / sub-contractors, customers, clients, dealers or suppliers of the Company (past, present or future) will not have any adverse effect on the business or business environment of the Company or in any way damage the business reputation of the Company.

20. EMPLOYEE / SUB-CONTRACTORS RELATIONS:

It is of vital importance that a constructive and continuous dialogue between Employee / sub-contractors and Manager exists. Any problems shall be resolved at the lowest possible level. Unless a matter has been seriously discussed and solution sought at the level where it arises it should not be brought further upwards in the organization. All the matter should be resolved amicably.

21. RECOGNITION & AWARDS:

ICS recognizes the efforts put in by its employee / sub-contractors towards the growth and development and their families for their self upgradation, and towards the growth and development of the upgradation of the system In order to encourage and motivate the employee / sub-contractors and their family members ICS may be considered for an award or reward in cash or kind at the discretion of ICS Management.

22. GRIEVANCES:

Employee / sub-contractors are expected to bring forward their grievances concerning aspects of their work, action being taken against them etc. Such grievances shall be dealt with at the lowest possible level. Appeals will only be allowed when the possibilities of resolution at a lower level have been exhausted.

23. DISCIPLINE:

You shall devote your time and attention to the services of the company during term of his contract. Employee / sub-contractors shall also abide with company's policies & objectives and Rules & Regulations, directions and instructions issued and in force, from time to time as laid down in relation to conduct, discipline and other matters. You will always be alive to the responsibilities and duties attached to your position and conduct yourself accordingly. In view of

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your office, you must effectively perform to ensure results and you will be expected to work extra hours to achieve this whenever the jobs so requires.

If any declaration or information furnished by you to the Company proves to be false or if it is found that you have willfully suppressed or concealed any material information, in such cases you will be liable for termination of the contract without any notice.

You shall provide and keep updated the HR Department with all information and supporting documents, testimonials in originals and copies thereof pertaining to your personal data's like qualification, experience, trainings, release letter of previous company, proof of salary drawn from last employment, Pan number, Form 16 from last employer, residential address, civil or marital status and such other matters at the time of joining. ICS and any changes to these aspects made during course of the contract / employment. The age mentioned in the Matriculation / Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.

You shall communicate to the company any changes in your address as well as your status immediately. If the change in correspondence / residence address is not intimated within a week from change, any communication sent at the available address shall be deemed to have reached you. It is clearly understood that any of the statement made by the employees / sub-contractors found to be false or erroneous and/or any omission which tends to mislead the company, will be sufficient cause for termination of his contract from the company any time during his employment / contract period.

The employee / sub-contractor shall not seek membership of any local or public bodies without first obtaining written permission from the Management.

The employee / sub-contractor will not enter into any commitments or dealings on behalf of the Company for which the employee / sub-contractor does not have express authority not alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

24. BUSINESS PRINCIPLES GUIDANCE:

In a rapidly changing business environment, it is not impossible for a statement of business principles to cover eventuality – nor should it attempt to do so. Business life increasingly is about giving people freedom to take the decision so long as these are consistent with the Business Principles of the Company.

Therefore it is inevitable that there will be occasions where individuals are confronted by situations not covered by the policy, precedent or procedure and have come to judgments on the most appropriate course of action.

On these occasions, the following questions should be considered when situation is unclear.

- Are my intended actions legal?
- Are they consistent with this statement?
- Am I being honest?
- Will my action stand up to public scrutiny?
- Could I justify it to my family?

These questions may be triggered by any of the following reactions.

- “No one will ever know”
- “Every one does it”
- “We can hide it or deny it”
- “We didn’t have this conversation”
- “It doesn’t matter how it gets done, as long as it gets done”



25. TAXES & LAWS:

ICS employee / sub-contractors agrees to bear all taxes and income tax liabilities against payment-received / incentives /allowances and / our to be received by them in providing their services to ICS under this employment. Further the employee / sub-contractor authorizes ICS to deduct the tax at source from the above payments.

The employee/ sub-contractor agrees to and does hereby accept full and exclusive tax liabilities as per prevailing law in force with respect to compensation and fees recovered and may receive by him/ her in rendering his serves to ICS under this agreement ICS shall deduct tax at source. The employee / sub-contractor will not on behalf of ICS accept summon on judicial orders. He/She is obliged to inform to ICS about any and all such notices immediately,

Nor will the employee/ sub-contractor on behalf of ICS make statements in court, before any arbitration committees or parties to a suit before such institutions, without having obtained ICS's written consent. Therefore ICS will have to be informed by the Sub-contractor without delay about any such requests. This agreement shall be governed by the Indian law, thus any arbitration pursuant thereof shall follow the Indian Law and will be dealt jurisdiction of Mumbai Court only.

26. DOCUMENTATION & REPORTING:

ICS will provide necessary information and relevant documentation/publications to the Employee / sub-contractor's disposal free of cost for reference, which are to be the basis for his duties, relevant to this agreement. ICS will also provide forms and stamps as required.

The employee / sub-contractor is obliged to keep records of provided services and related activities performed for ICS during duration of this agreement. Records shall include

- Information
- Relevant authorization and written instruction received from ICS
- All records
- ICS documents and ICS's customer supplied documents
- ICS's Formats and stamps

All documents records and stamps supplied by ICS remain the property of ICS and are to be handed over to in proper condition to ICS on the completion of the specific assignment and/or on the termination of this agreement.

27. QUALITY:

All the job shall be performed by the Sub-contractor professionally with impartial and unbiased manner. He shall take care of ICS interest always and guard its image and quality.

ICS may any time carry out quality audits to verify that the work of the Employee / sub-contractor is performed in accordance with this agreement and in accordance with quality requirements as ICS's quality system for the services performed. Corrective action towards possible non-conformities will be taken as require.

28. CONFLICT OF INTEREST:

The employee / sub Contractor will act in an impartial way and shall not receive any remuneration for the work carried out on behalf of ICS from any other sources than ICS.

ICS agrees in principle that the Sub contractor may be performing other activities in his/her capacity as an independent expert.

In the connection, however, the Sub-contractor is obliged strictly to avoid any conflict of interests and to observe absolute impartiality, when simultaneously duties for ICS.

The employee / sub-contractor shall not review, verify, approve & conduct any Inspection / Survey / Audit on any client that may be an ex-employer of the subcontractor till a cool off period of 2 years.

ANNEX-C
ICS Standard Terms & Condition of Appointment.



29. NEGATION OF EMPLOYMENT:

The Sub-contractor cannot derive and raise, on the basis of the agreement or from long standing activities performed by him/her for ICS, any claims for permanent /direct employment or for being granted a pension towards retirement benefits, bonus or other benefits. Neither can the sub-contractor derive from the agreement any claim whatsoever for being granted paid holidays. Any such financial claims are covered by payment of the contract fees, as established in the agreement.

30. INDEMNITY:

ICS does not assure any liability and will not make any provision for paying indemnification nor accept any third party claims in case of accidents occurring in connection with the performance of activities by the employee / sub contractor under the agreement.

I hereby agree and accept the above ICS's standard terms & conditions.

(Sign)

Place_____ Date_____

