

## **Appointment Letter**

We are pleased to offer you an appointment with <Comapnay's Name> (\*Company') as an **<Designation>** under the following terms and conditions:

1. Your **Cost to the Company (CTC)** is an amount specified in the Offer Letter, annexed at Annexure-1 hereunder. The components of your salary are provided in Annexure I and would be governed by Company policies as amended from time to time. In addition to the salary components indicated in Annexure I, you shall also be entitled to the following benefits as per applicable Company Policies & rules during your tenure with <Company's Name>.
2. You will also be reimbursed for business-related expenses incurred in accordance with relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties and will be conveyed to you at the time of accepting this assignment.
3. Your initial place of work is specified in the Offer Letter, annexed at Annexure-1 hereunder. However, your services are transferable and you may be assigned, after reasonable notice, to any location in India or abroad where we conduct business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office - except while traveling on business - as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
5. You shall be required to provide documents and information as set forth under Annexure I of this letter.
6. You will be entitled to leaves subject to the prior written approval of your supervisor/manager/ HOD at the Company. Your leave entitlement and accumulation or carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject.
7. Your appointment has been done after an extensive process for an important position that requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for 1 month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations, the Company reserves the right to waive off the notice period at its sole discretion.

8. <Company's name> reserves the right to terminate your employment without notice on grounds of breach of policy misconduct or where your performance has been found to be an unsatisfactory or dishonest, unethical, fraudulent, or felonious act such as committing theft, fraud, misappropriation, embezzlement, guilty of Sexual Harassment, Physical Abuse and integrity issues, ("Crime of Moral Turpitude"); willful malfeasance or gross negligence such as taking wrong orders or serving wrong orders which could hurt the religious sentiments of customers or cause death, injury, etc., to a customer (in the discharge of your duties to the Company or any of its subsidiaries) that has an adverse effect on the Company or any of its businesses or its reputation; or Absence for a continuous period of eight days without prior approval of your supervisors (inducting overstay of leave/ training) can lead to your services being terminated without notice.

9. You will automatically retire on attaining the age of 60 years

10. You agree that any and all Intellectual Assets of the Company and information of any kind, nature, or description concerning any matters affecting or relating to the business of the Company including but not limited to Company's trademarks, copyrights, patents, Trade secrets, client documents, client data, matter, material, etc. and any/all associated and related Intellectual Property Rights will always and at all times unconditionally, irrevocably and automatically vest with the Company and the Company will always remain the absolute owner of the same. The intellectual property rights in the various constituents of the business of the Company, will absolutely and strictly vest in the Company and it is a condition of your employment in the Company that you shall not, during the tenure of your service with the Company as also after the cessation of your employment, disclose/adapt/divulge/communicate (either verbally or in writing), any of the aforesaid constituents of the business in which the Company owns the intellectual property rights. It is understood that, in the event of your disclosing/adapting/divulging/communicating any of the aforesaid constituents of the business, the Company reserves the right to institute legal proceedings against you, which shall include but not be limited to breach of contract and/or breach of trust.

11. You shall be on probation for a period of (Three) months from the date of your joining the Company. This period of probation may be extended further at the discretion of the Management. Grant of leaves shall depend upon policies of the company and is at the discretion of the management. The probation period may be extended or shortened holistically taking into care of your performance during such probation period and at the discretion of the management. During your probation period or extension thereof, your services are liable to be terminated giving two days' notice. However, if found guilty of Moral Turpitude, Company shall not be liable to issue any prior notice.

12. Whilst employed by the Company

a. You will not be permitted to undertake any other full-time or part-time employment or engage in any external activities of a commercial nature without prior written approval.

b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.

c. Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 8.

d. You confirm that there is no litigation Conviction against you before any Court of law that involves any criminal offense or offenses involving moral turpitude

e. You confirm that you have disclosed fully all of your business interests to <Company's Name>, whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of Interest between <Company's Name> and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.

f. You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

g. In the event you resign from the services of the company or your employment with the company is terminated for any reason whatsoever within 12 months of your date of joining the company, you will be required to refund all relocation and related expenses notice period reimbursement if any that may have been paid or reimbursed to you by the Company.

13. Any violation of the above-mentioned or any other Company procedures and policies would attract action as per the company's disciplinary policy in force, including and up to termination. In the event of termination by the company on account of a breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice.

14. Upon separation from the Company on account of either resignation or termination, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers, memos whether in hard or soft copy which is in your possession or custody. On cessation of your employment with the Company whether voluntary or involuntary, you undertake not to, directly or indirectly, engage the services of any of your colleagues at the time of cessation of the employment in any form, including but not limited to, employment, partnership, profit sharing, directorship, advisory, consultancy, etc. for a period of 1 (One) Year from the date of cessation of your services. It is understood that, in the event of your indulging in any of the aforesaid activities, the Company shall have the right to institute legal proceedings for breach of contract and/or breach of trust. It is agreed between you and the Company that in the event you resign/separate from the Company, you will not recruit, select or influence in any way, any employee of the Company to join your future employment, as an employee or partner or any other form of work association, after the separation of your services from the Company. It is further agreed that You shall not compete, solicit, divert, or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client, independent contractor, consultant, or employee of the Company for any commercial or business purpose whatsoever, directly or indirectly.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background/reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 30 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice

17. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole be Arbitrator in accordance with the Arbitration and Company Policies. The venue of the Arbitration shall be Delhi and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of the court at Delhi.

18. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer. Your assignment is effectively your joining date is specified in the Offer Letter, annexed at Annexure-1 hereunder.

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 5 days of the issuance of the letter else this offer stands automatically withdrawn. We welcome you and wish you every success in your career with <Company's Name>.

Yours faithfully,

**For and on behalf of <Company's Name>**

---

**Authorized Signatory**

**ACCEPTANCE**

I have read and understood the terms and conditions of my appointment with <Company's Name>., stated on all the pages of this letter, and hereby signify my acceptance of the same.

**(Employee's Name)**