

17-Oct-23

Priyanka

flat no.E8C,city heart,near saachi homes, line1, janta nagar ,kharar

Dear Priyanka,

Congratulations!!!

We are extremely pleased to extend you a warm welcome to the eClerx family. We wish you a successful and Professionally rewarding career with us.

Please find attached your letter of appointment with eClerx. The letter sets out the terms and conditions of your Employment. We request you to acknowledge the duplicate copy of this letter and return it to us as a token of your Acceptance.

Your HR Business Partner will soon reach out to you to introduce themselves. Should you have any queries or concerns they will be glad to assist you.

Once again, we welcome you to eClerx.We look forward to a long, fruitful, happy and exciting association with you.

With Best Regards,



**Sagar Shetty-Program Manager
Human Resources**

17-Apr-24

Dear Priyanka

Further to your Offer Letter dated **17-Oct-23**, we are pleased to appoint you as **Analyst** in **TTS** program. Your employment with us will be considered to commence from **17-Oct-23**.

With reference to your Apprenticeship Contract Letter dated **17-Oct-23**, duly accepted and signed, post your Apprenticeship Contract duration from **17-Oct-23** to **16-Apr-24**, date of conversion to on roll employment is **17-Apr-24**. Please note that without any statutory obligation on our part, for the limited purpose of extending the service continuity benefits to you, your apprenticeship contract duration, starting from **17-Oct-23** will be considered as your date of joining the organization.

Apart from the other policies binding upon the employees of the company, the general terms and conditions to your appointment are as follows:

The terms and conditions of your appointment are as follows.

1. Work Location

1.1. Your initial work location will be **Chandigarh**. Though you have been engaged for a specific position and location, the Company reserves the right to transfer you, with reasonable notice, to any other location, department, establishment, or branch of the Company / group / affiliates (whether in India or abroad) as the Company may deem fit including new locations to be set up in future. You shall be bound by the policies, rules and regulations of the office at the location you are posted in at any given point in time.

1.2. In the event of your resignation from the Company from your date of relocation / transfer within a stipulated time period as mandated by the relevant transfer policy; you shall be liable to pay to the Company, all the expense incurred towards movement of your household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer including cost incurred by Company on account of your training.

2. Background Verification

2.1. Your appointment is contingent on successful verification of all documents and information provided by you as a part of your recruitment/joining process.

2.2. The Company reserves the right to end this employment agreement with you should the results of your background investigation come out as negative. HR team will contact you as soon as there is any insufficiency / discrepancy identified in your background check process.

2.3. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. If the reports of such testing are found to be positive, the organisation withholds the right to initiate suitable action against you, including termination of services.

3. Remuneration & Privileges

3.1. Your compensation details will be as per Annexure I. The remuneration as indicated in the annexure is comprehensive and all-inclusive and hence it shall be deemed to include all the liabilities of the Company including keeping into account any extra hours worked.

4. Training

5.1. You may need to undergo designated trainings as a part of your employment. Such trainings are aimed to present an opportunity to expand your knowledge base, enhance your domain and product expertise, and equip you for effective execution of all your job responsibilities. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as you.

5.2. In such cases, you may be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.

5.3. Breach of the agreement may call upon necessary recovery from your full and final settlement

5. Leaves

6.1. You are eligible for 24 working days of leave in a year. All leaves applied for will need to be approved by the reporting manager well in advance. Any unapproved leave will be treated as loss of pay and repetition of such instances will attract action in line with the leave policy.

6.2. You are required to acquaint yourself with all the rules and regulations pertaining to leave and attendance upon joining the company in order to avoid such instances.

6. Separation

7.1. Post confirmation of your employment, your services can be terminated, with or without reasons, by giving a notice of 30 days or payment in lieu of notice period. Payment in lieu of shortfall of notice period will be equivalent to monthly total compensation earned for an equivalent period of time.

In case you decide to terminate your employment with the Company, you would be required to serve the notice period of 30 days upon your resignation. The company may waive off the notice period requirement, at its own prerogative and require you to compensate for the shortfall of notice period.

7.2. Without prejudice to any clause in this contract, the Company also reserves the right to terminate your employment for Reasons mentioned below with immediate effect without any payment in lieu of notice period, whereupon you shall cease to be in the employment of the Company and you shall have no claim whatsoever against the Company for damages or otherwise by reason of such determination.

For the purposes of this Clause 7.2, 'Reason' shall mean as under:

- a. Negligence or misconduct by you in complying with your duties, responsibilities, obligations and / or covenants or undertakings, which are either incapable of remedy or otherwise not remedied by you within 30 (thirty) days of a written notice being serviced on you by the Company stating the breach; or
- b. You becoming unable, for any reason whatsoever including the imposition of any court order, to efficiently perform your duties hereunder for 60 (sixty) working days in aggregate in any period of 12 (twelve) consecutive months; or
- c. You becoming of unsound mind; or
- d. You are convicted of a criminal offence; or
- e. You becoming bankrupt or compound with all your creditors or enter into any deed of arrangement with all your creditors; or
- f. You commit any breach of any of your duties or obligations under the Employment Documents; or
- g. You refuse or neglect to comply with any lawful and reasonable orders or directions given to you by the Company; or
- h. You are guilty of any misconduct whether or not in the performance of your duties or commit any act which in the opinion of the Company is likely to bring the Company or any of its officers or other employees into disrepute whether or not such act is directly related to the affairs of the Company; or
- i. You becoming prohibited by law or any order from any regulatory body or government authority from being an employee of the Company; or
- j. You are unable to achieve and maintain a satisfactory level of performance and produce the desired results after undergoing the procedures laid down in Performance Coaching and Improvement Plan of the Company; or k. Causing damage to company's property; or
- l. Going on or abetting a strike in contravention of any law for the time being in force; or
- m. Committing theft, fraud or dishonesty
- n. You being found guilty of any unlawful activity including but not limited to threatening of employees, security breaches, harassment including sexual harassment, etc.
- o. For violation of the Company Code of Conduct and Company Ethics which goes against the ethos of the company

The list above is suggestive and by no means exclusive. The company further reserves the right to add/amend this list without prior notice, within reasonable limits.

7.3. In the event of continued absence from work without prior information and authorization, the Company can initiate disciplinary action against you as specified in the relevant separations policy and may lead to termination of your employment.

7.4. You will automatically retire from the service of the Company on attaining the age of 60 (sixty) years, if not terminated earlier, [unless otherwise agreed between the parties].

7.5. On termination of your employment, all works carried out by you – both in physical and digital form – during your employment shall be immediately returned forthwith to the Company, without exception and with no copy (either part or whole thereof) retained by you in any form.

7.6. When your employment with the Company ends, for whatever reason, you will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any confidential information. You will also return to the Company all equipment, files, software programs and other personal property belonging to the Company. In the event of your failure to do so, you shall be liable to face legal proceedings and compensate the company for any material loss of business as determined by the company at its sole discretion. The Company may withhold your exit clearance and / or full and final settlement until it is able to recover the losses incurred by it on account of your breach of the Company's rules and regulations.

7. Working Hours

8.1. The working hours applicable to you will be the same as are observed depending upon your process and program. The initial shift, location or program awarded to you may change at any time during the period of employment as decided by eClerx management.

8. Conflict of Interest

9.1. During your service with the company you are expected to devote your whole time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business. You will not take up any other work for remuneration (part time or otherwise) or work in advisory capacity or be interested directly or indirectly in any trade or business, during your employment with the Company. This restriction applies whether or not the other activity is of a similar nature to or competes in any material respect with any of the businesses of the Company.

9.2. You will not seek membership of any local, public or political bodies or undertake any other business, assume any public office, honorary or remunerative, without the specific written permission of the HR Head. In the event of your becoming member of any local or public or political bodies or undertaking any business, assuming any public

office without following due process as prescribed by the Company, you shall be deemed to have contravened the terms and conditions of employment and the Company reserves the right to take appropriate action as it deems fit including forthwith terminating your employment with the Company as provided in the Employment Documents.

9.3. In case you join or are transferred to the Financial Markets vertical, you may be required to disclose the details of Demat / Trading account held by you and your family members to meet the compliance requirements of the client.

9. Non-Disclosure

10.1. You hereby agree to sign and enter into a Non-Disclosure / Confidentiality Agreement on your date of joining or at any time thereafter in the format prescribed by the Company. You further agree that you shall keep the Company's Confidential Information (as defined in the Non-Disclosure / Confidentiality Agreement), whether or not prepared or developed by you, in the strictest confidence.

10.2. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and the Company will automatically be indemnified against any breach thereof.

10. Non-Solicitation of Employees and Clients and Non-Compete

11.1. During the term of your employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, you shall not –

- a. Undertake and ensure that directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment with the Company, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company.
- b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or takeaway clients or customers of the Company.
- c. Join the services or be associated with any former employee of the Company who is undertaking any activity competing with the business of the Company.
- d. All business opportunities known to you or made known to you at any time, with respect to and / or connected with the business of the Company are not referred to any third party but are referred only to the Company and are undertaken in any other company only with the prior written consent of the Board of Directors of the Company (hereinafter referred to as 'the Board').
- e. Neither directly nor indirectly own, conduct, engage in, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in or in any manner be associated or connected with, whether for or without remuneration, in any business, individual, partnership, firm, corporation, limited liability company or other entity whatsoever similar to or competing directly or indirectly with the business of the Company, its subsidiaries or affiliates nor undertake or be engaged, directly or indirectly in any activities or do any act or thing which would, or is likely to, be detrimental to the interests, business or reputation of the Company, its subsidiaries or affiliates.

11. Jurisdiction

12.1. In case of any dispute or difference arising out of or under this contract, resulting into any proceeding before any Authority, Courts etc. in respect of this contract, the same will be subject to the jurisdiction of Mumbai.

12. Applicable Company rules and regulations

You will be governed by the Company's rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including on matters such as designation, emoluments and the structure thereof, working hours, etc. Company's decisions on all such matters shall be final and binding on you

13. Change in Terms and Conditions of your employment

The company reserves the right to change the terms and conditions of your employment which would be intimated to you either through changes in company policies or through an amendment to your employment contract, or through other means of communication which would purport to amend the said terms in your employment contract

If the terms and conditions offered herein are acceptable to you, please return the acceptance copy to the undersigned, duly affixing your full signature on the last page and initials on remaining pages.

Yours faithfully,
For eClerx Services Limited



Sagar Shetty –Human Resources

ANNEXURE I

Name: Priyanka
Designation: Analyst
Date of Joining: 17-Oct-23

Salary Component	Amount (INR)	Annual Amount(INR)
Basic Pay	10,226	122,712
HRA	0	0
Other Allowance	5,625	67,500
Bonus	2,800	33,600
Monthly Fixed Compensation	18,651	223,812
Retiral Fund	1,800	21,600
Total Fixed Compensation	20,451	245,412
Performance Bonus (Upto)	1,636	19,632
Cost To Company		265,044
Gratuity ³		5,904
Total Cost To Company		270,948

The Company is also pleased to extend the following benefits to you:

1. Group Medical Insurance

- You are eligible for floater medical insurance cover of INR 100,000 which covers yourself
- The insurance is inclusive of pre-existing disease cover from the date of joining
- You may also opt for additional cover for your family including your spouse, children and parents / parents-in-law post you're joining the Company. The premium against the additional cover will be communicated to you and will be deducted from your salary

2. Group Personal Accident Insurance

- You are covered for an amount of INR 300,000 under the Group Personal Accident Insurance Policy.
- The policy covers disablement (temporary and permanent both) and death caused due to accidents

3. Executive Health check-up:

- a. All employees aged 35 years and above are eligible for an executive health check-up once a year. Details on the appointment booking procedure will be made available to you subsequently.

4. Night Shift Allowance

- a. In case you are required to work in the night shift on account of process or client requirements, you will be eligible to receive Night Shift Allowance
- b. The amount paid to you will depend on your designation, number of nights shifts worked and all other rules as may be specified by the company policies.

5. Language Allowance

- a. In case you're hired for a role that requires proficiency on a foreign language, you shall be eligible to be paid a Language Allowance along with your monthly salary
- b. The same will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency.

6. Subsidized Transport

- a. eClerx offers subsidized transport to employees. Should you wish to avail the same, an amount will be deductible from your net monthly salary every month as per the company's policy.

Other Notes:

1. Taxation

- a. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your compensation.
- b. The Company shall be entitled to deduct from your compensation, income tax, other taxes and levies which it is liable to deduct at source.

2. Provident Fund

- a. If you would be enrolled under the Employee's Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as the employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation. In case you wish to increase your contribution to provident fund, you can opt for Voluntary Provident Fund.
- b. If you would not opt to participate in the Employee's Provident Fund Scheme, the Retiral Fund amount mentioned in your salary will be paid as part of Monthly Fixed Compensation.

3. Gratuity

- a. You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act 1972 and the amendments made thereafter

4. Performance Bonus (Up to)

- a. The performance bonus mentioned in the aforementioned table includes complete liability of the company on bonus payments to you including those required by statute.
- b. Bonus pay out is contingent on your performance and will be prorated basis the date of joining or changes in salary as per company policy
- c. The performance bonus pay out is annual in nature and is subject to your being on the active rolls of the Company, on the date of actual pay out.



Offered By: Sagar Shetty

Designation: Program Manager– Human Resources

Accepted by: _____