



CONFIDENTIAL

October 4, 2021

To,

Sumit Nikam
26152570

101, At Post Undirkhede,
Tal Parola Dist Jalgaon,
Parola - 425111

LETTER OF APPOINTMENT

Dear **Sumit**,

We are pleased to offer you employment with Vodafone India Services Private Limited (the "Company") appointing you as **Assistant Manager**. Your employment with the Company will be effective from **October 4, 2021**. This position will place you in **Band I** of the Company.

1. Place of employment

Your place of work will be Business@Mantri, Block A & B, 3rd & 4th Floor, Wing A1 & A2, B1 & B2, Nagar Road, Lohegaon, Pune - 411014. During your employment with the Company, depending upon business requirements, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad; or you may be required to work from home which shall at all times be based out of the home address as per office records, unless otherwise approved by the company in writing. You are expected to keep your home address updated at all times in company records during the course of your employment and maintain reasonable infrastructure at home to perform your services effectively while you are working from home (details will be provided separately). You understand that the Company shall provide you with the necessary equipment, and IT assets as may be required to perform your services efficiently. You shall be responsible for any damage to the assets provided to you by the Company during and post termination of your employment and you agree to the same.

For adherence to the applicable regulation related to your employment and all other matters connected with the employment and to provide you any organizational support and assistance that you may require from time to time, your assigned office location be Business@Mantri, Block A & B, 3rd & 4th Floor, Wing A1 & A2, B1 & B2, Nagar Road, Lohegaon, Pune - 411014. However, your services are transferable, and you may be assigned to any other department, function, location or to another company under the same management, whether existing or to be set up in future. In such cases, your employment will be governed by the terms and conditions of service applicable at the new undertaking.

2. Annual Compensation

Your Total Target Cash (TTC) is INR **770,570**. Below are details for your reference. Please refer to the Annexure for a detailed breakup of your TTC.

- a) Total Fixed Pay – INR **700,518**. This includes your Basic Salary, Allowances namely House Rent Allowance, Management Allowance, Leave Travel Assistance any other allowance as applicable and Provident Fund.
- b) Target Incentive – INR **70,052**. You will be covered under the Global Short Term Incentive Plan of the Company which is a Performance-linked Plan.

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Your Target Incentive is **10%** of your Total Fixed Pay per annum.

The actual incentive payout will be calculated based on the incentive framework published by the organization during the course of your employment and your continued employment with the Company on the date of payout.

- c) Your compensation will be subject to the applicable tax rules and regulations.
- d) You will be eligible for Gratuity as per the applicable Statute and other Benefits as per Company Policy. For details, please refer to the Annexure.
- e) Target Incentive is inclusive of the interim bonus as payable under the statute.

3. Proof of Age, address, personal details & change in such particular

You will be required to produce satisfactory proof of age, address other personal details at the time of commencement of your employment.

Proof of age is accepted and recorded on the Company's registers, you will not be permitted to seek a change in the date of birth specified by you.

You are advised to keep the details updated at all time. In case of any emergency or otherwise the latest details shared will be treated as final and any communication sent by us at the available address provided by you shall be deemed to have been delivered to you.

4. Probationary period

Your employment is subject to a probation period of 6 Months from the date of joining the services of the Company. During this probation period, the Company shall evaluate your performance and you will be auto confirmed upon successful completion of the probation period.

Prior to confirmation of the probation period, the Company may terminate this engagement either by giving 30 days' prior written notice or payment in lieu thereof.

5. Performance Review

Your performance shall be reviewed periodically as may be decided from time to time. The continuity of your employment would depend on your sustained performance to the satisfaction of management.

6. Leave

You will be eligible for privilege leave, sick leave and casual leave, as set out as per Company's Policy.

7. Retirement

The retirement age in the Company is 58 years.

8. Notice Period

After confirmation, this contract of employments is terminable by serving 60 days' notice period. However, during probation your applicable notice period is 30 days. Serving notice period is mandatory. Any decision to waive notice period will be at the sole and absolute discretion of the Company, or any payout in terms amount of salary in lieu of such shortfall of notice period shall be based on prevailing Company policies.

In case, you do not serve the applicable notice period without formal notice period waiver approval from the Company, you shall be treated as having abandoned the services. The Company may, in such cases at its discretion, initiate such legal proceedings as is appropriate.



The Company reserves the unequivocal right to terminate this agreement at any time at its sole discretion by paying 60 days salary in lieu of notice. The Company will not have to furnish any reason or explanation for such decision. This contract should only be accepted on full and complete understanding and unconditional acceptance of this term and condition.

9. Termination of Employment by the Company without Notice

Your employment may be terminated immediately and no payment in lieu of notice will be payable to you, in the event your service is terminated for:

- a) Any breach of terms and conditions mentioned in the appointment letter on your part;
- b) Any act of fraud, theft, misconduct, disloyalty, moral turpitude committed by you;
- c) Any declaration or information provided by you to the Company which proves to be false
- d) Willful Suppression & concealing of any material information by you;
- e) Any breach of Rules and Regulations of the Company as applicable / maybe applicable to you from time to time
- f) Violation of Company's Code of Conduct
- g) Negative background verification checks
- h) In case of your absence for a continuous period of [5] days (including absence when leave, though applied for, is not granted, or when you overstay the period of sanctioned leave by [5] days), would be treated as abandonment of the services by you and can lead to appropriate action being initiated by the company as per the applicable process which may lead to termination.

10. Return of Information

On termination of this contract, you will immediately give up to the Company, all correspondence, specifications, intellectual property, 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. You shall also return immediately on termination all the properties (viz. laptop, sim card, access card etc.) provided to you by the Company during your employment. The terms of termination are strictly confidential between you and the Company.

11. Responsibilities & Duties

Your work in the Company will be subject to the rules and regulations of the Company as laid down from time to time in relation to conduct, discipline; and other applicable laws, including Vodafone policies related to Code of Conduct, Prevention of Sexual Harassment at Work Place policy, Anti-bribery policy, Privacy Policy, Health, Safety and Wellbeing policy etc.

Any non-compliance to any of the Policies of the Company by you may result in appropriate action, which may include reprimand or even termination of your services. You will always be aware about the responsibilities and duties attached to your position and conduct yourself accordingly.

You may be assigned work hours as per business need or exigencies from time to time and you will be expected to deliver the same appropriately.

12. Exclusive Employment

Your position with the Company is a full time employment unless otherwise specified, and you are required to devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise), or work in an advisory capacity or be interested directly or indirectly (whether as a shareholder or a debenture holder) in any other trade or business, during your employment with the Company, without the prior written approval of the Company.



13. Confidentiality

The terms and conditions of service including your compensation are strictly confidential and should not be disclosed to or discussed with anyone.

"Confidential Information" shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

- a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.
- b) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.
- c) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.
- d) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in irreparable injury to the Company.
- e) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.
- f) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate your employment with extraordinary notice and/or claim for damages against you.

**14. Intellectual Property**

You agree to disclose and assign any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively “the Inventions”) created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of the Company. Any rights to inventions that arise out of your activities hereunder, (or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto) shall be transferred to the Company in accordance with applicable law. You shall, as and when requested by the Company (at Company’s cost and expense), assist the Company in perfecting the Intellectual Property Rights in any manner the Company deems fit.

15. Knowledge Transfer

During the course of your employment, you may be required to travel for Company sponsored training or any knowledge transfer program. The company will bear all expenses pertaining to such training on knowledge transfer or special skill program as applicable as per the Company travel policy then in place. In case you decide to leave the company before completion of terms as per travel, undertaking the Company will be entitled to recover any amount equivalent to the cost of training undergone by you, which shall be in the nature of liquidated damages. The cost of such training will be the sum of the Boarding charges, daily allowances and lodging expenses as incurred by the Company.

16. Non-solicitation

During the term of your employment, and for a period of ONE (1) YEAR after separation, you agree not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

17. Miscellaneous

- a. Your employment shall be governed by the rules and regulations decided by the Management from time to time, some of which are contained in the Code of Conduct of the Company.
- b. Please note that while joining the services of the Company and during course of your employment with the Company, you would be required to notify the Company immediately with details of civil or criminal case/s instituted against you in any Court of Law or any complaint/show cause notice/prosecution with/by any Police Station or by any statutory authority. Any act in breach of this term shall entail initiation of appropriate action as deemed fit by the Company.
- c. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.
- d. It is hereby agreed that in the event any Central or State laws or statutes come into force at any time which affect any aspect of the terms and conditions of your service, the same shall be assumed to be incorporated to your terms and conditions of employment by reference. The Courts of Pune (Maharashtra) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this employment.



Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

We look forward to welcome you in Vodafone India Services Private Limited!

Yours faithfully,

For Vodafone India Services Private Limited

A handwritten signature in black ink, appearing to read 'Tejas'.

Tejas Gokhale
Head of HR – VOIS India Centre

Disclaimer: "This document and embedded signatures transmitted with it are confidential and intended solely for the use of the individual to whom they are addressed. The signatory disclaims any unauthorised use of this document carried out without prior written consent."

ACKNOWLEDGEMENT & ACCEPTANCE

I acknowledge, the terms, obligation and attachments contained herein, and without demur accept the same.

SIGNATURE: SumitNikam
SumitNikam (Feb 21, 2025 10:24 GMT+5.5)
NAME: Sumit
Email : sumitnikam1234@gmail.com

* Some roles required 'Address verification' and 'Criminal Record' verification also. Based on your role, you will be informed regarding these verifications by the recruiter.



Parenting Benefits at Vodafone India Services Private Limited

At Vodafone India Services Private Limited, we care for our employees and support them to manage all the roles in their life, Our Policies and benefits enable people to be at their best at all stages of life. Parenthood is one of the most important phase of life and we understand your needs at this point of time.

Parenting benefits at Vodafone enables our people to;

- Provide care to women colleagues during this new and critical phase of life
- Facilitates smooth come back from Maternity and support transition during work
- Support colleagues during planning of Adoption/ Surrogacy
- Enable male colleagues to take care of their spouse and the new baby

Maternity leaves

We understand the new role in the life of our women colleagues and support them with Maternity leaves

- 26 weeks' full paid leave to female employees
- In an unfortunate event of a miscarriage, leave for a period of six weeks immediately following the date of miscarriage

Adoption/ Surrogacy leave

- 16 weeks' full paid leave for those eligible for adoption/ surrogacy leave

Return to work post maternity leave

- 'Part time working' arrangement to help women employees returning to work post Maternity Leave. This will also apply in case of Surrogacy/ Adoption leave.
- Women colleagues can opt to work 30 hours in a week with full pay benefits for a maximum of 14 consecutive weeks
- Employees can avail part time working benefits within 12 months from date of delivery/adoption

Paternity leave

We understands the role of both the parents during child birth/adoption. Our Parenting Leave Policy supports all non-birthing colleagues to their new journey. Under this policy, non-birthing partners who become parents due to birth or adoption will be eligible for parenting leave up to 16 weeks with full pay. They can avail these leaves within 18 months of baby's birth/official date of adoption. These can be taken all in one block or a maximum of 4 blocks, with minimum of 2 weeks in a block of leaves. Upon completion of leaves, a phased return to work will be applicable for 6 months.

Creche Facility

VISPL has identified crèche facility for the children of all our employees. This enable our people to focus on work and ensure the kids' well-being and safety at same time.



Annexure : Compensation Details - Total Target Cash (TTC)		
Name	Sumit Sudam Nikam	
Designation	Assistant Manager	
Band	I	
	Monthly Amount (in INR)	Annual Amount (in INR)
Component (A)		
Basic Salary	22,475	269,699
House Rent Allowance (HRA)	11,237	134,850
Leave Travel Allowance (LTA)	3,000	36,000
Flexible Allowance ¹	18,967	227,605
Component (B) - Retirals ²		
Provident Fund (Company Contribution)	2,697	32,364
Total Fixed Pay (A+B)	58,376	700,517
Component (C) - Target Incentive ³		
Target Incentive is @ 10% of Fixed Pay	5,838	70,052
Total Target Cash ⁴ (Fixed Pay + Incentive)	64,214	770,569
House Rent Allowance (HRA) – 50% of Basic salary.		
Leave Travel Allowance (LTA) – As per slab. You can plan your privilege leave and choose to avail Tax exemption for Domestic Travel with family, wherein, 'family' includes your spouse, children and wholly or mainly dependent parents, brothers and sisters.		
Flexible Allowance Components		
Component	Guideline for Contribution	
National Pension Scheme	Upto 10% of Basic Salary	
Meal Reimbursement (Per Annum)	4 Options - Zero; 12,000; 19,200; 26,400	
Management Allowance	Balancing Factor	
Car Lease Allowance (Applicable as per Band)	As per band entitlement	
1. Flexible Allowance is a basket of allowances which allows an employee to optimize taxable income by opting for above allowance(s) as per guidelines		
2. Retirals includes Provident Fund @ 12% of PF Wages which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund		
3. Target Incentive is inclusive of the interim bonus as payable under the statue. Incentive Pay-out will be subject to the incentive plan and framework as applicable to your role		
4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target Incentive. Fixed pay includes Retiral Benefit		
5. The contribution for each flexible component is subject to change as per Policy/Guidelines		
Gratuity: To be paid as per applicable statute. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.		
Taxation:		
All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)		



Annexure 2 – Monthly/ Annual Benefits:

	Monthly/ Annual Benefits	Entitlements for Band H, I & J
Medical Benefits	Group Personal Accident Insurance (GPA)	A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive INR 25,00,000 as per terms & condition of the policy.
	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for INR 25,00,000
	Medical - Hospitalisation expenses	You will be covered in a family floater under Group Mediclaim Insurance policy for Self & Dependents (Spouse + 2 Children). Self - INR 2,00,000 Spouse -INR 1,00,000 Child 1- INR 1,00,000 Child 2 - INR 1,00,000 The premium for ensuring this cover is borne by the organization. Additionally, a co-pay of 10% will be applicable for all Self, Spouse & Children claims. You may also opt for Medical Insurance for dependant Parents or Parents in law as per the company policy by paying a nominal premium amount. A co-pay of 20% will also be applicable to Parental claims.
Communication Benefits	Vodafone Smartphone Program	You will be entitled to get a 'Smart Phone Allowance' of INR 11,000 every 2 years (The amount mentioned is the gross amount and will be subject to income tax). The amount is recoverable in case of exit within 2 years from date of joining/disbursement
	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of INR 800 per month which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
Work-Life Support	Leave entitlement as per policy	You will be entitled to below type of leaves: Privilege leave (annual leave) of 22 days Sick leave - 7 Days Casual leave - 7 Days In addition, there will be 11 calendar holidays . Maternity & Parenting leave applicable as per Company's Policy

**Flex Pay: Do It Yourself**

Dear Colleague,

Vodafone India Services Private Limited empowers its employees to optimize their salary and create tax saving opportunities in line with Local tax rules. You can choose components of your salary from the flexible allowance basket to cater for different lifestyles and life stages.

To help you understand components, below are the details of various choices one can avail:

1. **National Pension Scheme (NPS):** You can choose to invest in Voluntary Pension Scheme to create your corpus towards retirement. Contribution routed through the employer up to 10% of Basic Salary is eligible for tax benefits. We have collaborated with HDFC Bank to provide NPS for Vodafone employees.
2. **Meal Reimbursement:** We have collaborated with Paytm to provide non-transferable meal vouchers (Paytm Food Wallet) capped at INR 26,400 per annum with 100% Tax exemption. You can register your personal number to avail this benefit.
3. **Management Allowance:** It is the balancing component of your salary.
4. Additionally, you can also opt for **Voluntary Provident Fund** wherein you can choose to contribute a sum as per statutory rate, over and above the Employee Provident Fund contribution of 12% towards Social Security. There is **no matching contribution** by the employer.

Please note: Tax exemption on all above choices will be in accordance with the prevalent Income Tax Act / Rules.

Human Resources

Vodafone India Services Private Limited



Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.
Ready?

