

HCL INFOTECH LIMITED

(A subsidiary of HCL INFOSYSTEMS LTD.)

E-4, Sector 11, NOIDA 201301, U.P., India

Tel:- +91 120 2520977, 2526518, 2526519 Fax: +91 120 2523791

Registered Office: 806 Siddarth, 96, Nehru Place, New Delhi-110019.

www.hclinfosystems.com

HCL INFOTECH/HRD/HCL/D/56017/2017

21-April-2017

Mr. Vicky Jaiswal

Plot No. 33, Hanuman Temple, Chandpur Dhamoun,

Via- Mahnar Thana Patory,

Lawapur Mahnar, Bihar-844506

Dear **Vicky**,

We take pleasure in offering you the position of **Senior Software Engineer** subject to your acceptance of the Terms & Conditions of appointment detailed below and in the Conditions set out in the Code of Conduct.

Terms & Conditions of Employment

1. Position and Duties

You shall be appointed as **Senior Software Engineer**. You will be reporting to **Mr. Partha Sarthi (Assistant General Manager)** of the organization. The duties and responsibilities of your position will be separately detailed on your joining the company and will be determined by your reporting Manager from time to time. In addition to your usual duties, you will also perform, observe and conform to such directions and instructions assigned or communicated to you by the Company.

2. Place of work

You will be based in our regional office at **Bangalore** and Place of work will be **Ferns Icon, Doddanekundi Main Rd, Doddanekundi, Mahadevapura, Bengaluru, Karnataka 560037**. The Company reserves the right to transfer you at any time to any other place in India or abroad, and/or to a branch office, subsidiary, affiliate company, department or establishment of the Company, whether in existence on the date of this letter or established or acquired later, provided that the terms and conditions of your employment set forth herein are not adversely affected by such transfer.

3. Commencement

You are expected to join duty on **28-June-17** and this appointment shall take effect from the date you join duty, unless terminated in accordance with the provisions of this contract.



4. Compensation & Reimbursements

- (a) You will be entitled to a compensation package as outlined in **Annexure B** to this contract.
- (b) You will be reimbursed for out-of-pocket expenses directly incurred in connection with the performance of your duties and responsibilities on behalf of the Company, subject to submission by you to the Company of all original documents in respect of such expenses.
- (c) It is however clarified that except for statutory benefits, such other benefits and entitlements that may be provided to you by the Company are provided to you on a voluntary basis by the Company in accordance with applicable Company policy and hence are liable to be withdrawn or changed from time to time.

5. Short Term Incentive Compensation

You will be eligible to participate in the Company's Variable Performance Pay plan, as determined by the Company in its sole discretion, which will be subject to both, the performance of the Company and your individual performance during the year.

6. Income Tax

You are liable to pay income tax and any other applicable taxes on the income and perquisites derived from employment with the Company. Although the Company will deduct tax at source, the final responsibility for correct and timely payment of tax to the Government lies with you.

7. Retirement

The age of superannuation is **55 years** and subject to earlier termination of your employment in accordance with this contract, you shall retire at the end of the month in which you attain the age of superannuation.

8. Separation

- a) Your employment with the Company may be terminated by either party giving **three month's** written notice or **three month's** basic salary in lieu of notice and without assigning any reasons.



- b) Notice pay and any other outstanding, which may be due from you, will be deducted from the dues payable to you by the Company on your separation and / or recovered from you.
- c) On grounds of gross and wilful misconduct, conviction for any criminal offence, disloyalty or breach of conditions of this contract, the Company reserves the right to terminate your employment on an immediate basis without giving any notice and in that case, the Company shall only be liable to pay your salary and benefits up to the date of your termination. Such termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.
- d) On termination of your employment or resignation, you will immediately hand over to the Company, without making any copies thereof and/or extracts therefrom, all Company assets, equipments, materials, records, documents, manuals, data, confidential information, intellectual property and other property which you prepared or that came into your possession as a result of your employment. You will also deliver to the Company immediately all notes, analysis, summaries and working papers relating thereto. The Company will settle your dues, if any, and issue a relieving letter to you only upon your compliance with the terms of this clause.

9. Outside Employment

You agree that during the period of your employment, except as expressly approved by the Company's board of directors, you will not directly or indirectly engage in any outside activity relating to any line of business including Not for profit activity whatsoever, including as a Director, partner or any other capacity nor will you engage in any activity which conflicts with or adversely affects in any way the performance of your employment obligations to the Company.

[Handwritten signature]

10. Non-solicitation

During the term of your employment with the Company and for a period of 12 months thereafter, in order to enable the Company to maintain a stable work force and to operate its business, you shall not, directly or indirectly, without the prior written consent of the Company (i) solicit or induce any employee of the Company to leave the employment of the Company, (ii) solicit business of the same or similar type being carried on by the Company from any person known by you to have purchased products or services from the Company within the last twelve months, if you had personal contact with such person while you were employed by the Company, (iii) unlawfully interfere with the Company's relationship with any person, including any person who was an employee, contractor, supplier or customer of the Company, or (iv) disparage the Company or any of its shareholders, directors, officers, employees or agents.

11. Non-competition

In consideration of your employment or continued employment and the compensation and benefits paid or to be paid to you by the Company, during the term of your employment with the Company and for a period of 12 months thereafter, you agree that you will not, whether alone or as an employee, consultant, stockholder, partner, officer, director or member of any business or other commercial enterprise, except in the course of your employment hereunder, directly or indirectly, without the prior written consent of the Company, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed or engaged by or associated with any business or other commercial activity whose products or activities compete, in whole or in part, with the products or activities of the Company.

12. Confidentiality

- a) You shall, in relation to the use or disclosure of confidential or proprietary information, be bound by the provisions in the Code of conduct.
- b) Breach of this condition shall render you liable to immediate dismissal from the services of the Company, apart from any other action, which the Company may take against you for breach of contract, as deemed appropriate.

[Handwritten signature]

13. Safekeeping of Company's Assets

You will be responsible for the safekeeping and return, in condition and order, of all the Company's property that may be in your use, custody or charge.

14. Compliance with Company Rules

You are expected to comply with all the rules and regulations, policies and procedures of the Company including those annexed hereto, applicable to your position, which rules, regulations, policies and procedures shall be deemed to be a part of this contract as if they are specifically incorporated in this contract, including but not limited to those set forth in any applicable employee handbook, and the changes in the same that may be intimated from time to time. You acknowledge having received and completely read the rules and regulations governing your employment and work conduct with the Company. You will take steps to be aware of the Company's rules, regulations, policies and procedures and ignorance of any of them shall not excuse any contravention of the terms of this contract. A copy of the rules and regulations will be available with the HR Head.

15. Resolution of dispute

- a) In the event any dispute arises between the parties out of or relating to the construction, meaning operation or effect of the terms and conditions of this contract or any breach of such terms and conditions, the parties shall endeavour to settle such dispute through friendly consultations and negotiations.
- b) If no settlement can be reached through consultations and negotiations within 30 days of either party delivering a notice of the dispute to the other party, then such dispute shall be referred to a sole arbitrator to be appointed jointly by the parties hereto. The arbitration proceedings shall be in accordance with the rules of the Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be binding on the parties. The place of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English.



16. Other Terms and conditions

- a) As per company policy, the probation period applicable to you shall be six months.
- b) This employment is offered to you upon the understanding and is conditional upon (i) the credentials, testimonials and particulars submitted by you with or in your application for employment being true, correct and accurate, and (ii) satisfactory verification of your background by the Company in a manner as it deem fits. If at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed or the result of the background investigation and verification of documents/information is not satisfactory in the sole opinion of the Company, then notwithstanding your acceptance of this contract, this appointment will be considered ineffective and irregular and would be liable to be terminated by the Company forthwith without notice and without payment of any compensation whatsoever. This termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.
- c) Your appointment and its continuation is also subject to your being medically fit and the Company reserves its right to ask you to undergo medical examination, as and when deemed necessary, by a medical officer appointed or designated by the Company. Further, the Company will also have the right to terminate your employment immediately, without notice and without payment of additional salary, in case of your continued ill health. For purposes of this contract, "continued ill health" will include any illness which persists for a continuous period of more than 30 days and in the opinion of the Company adversely affects due discharge of your duties under this contract.
- d) You shall keep us informed of any change in your residential address and academic / professional qualifications. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address.

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- e) This agreement shall be subject to the laws of India and other State laws as applicable. Any provision of this Agreement determined by final authority of proper jurisdiction to be invalid or unenforceable shall be ineffective solely to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- f) If any provision of this contract is invalid or prohibited under the applicable law, such invalidity will not affect the validity of other provisions contained herein. Any invalid or prohibited provision shall be replaced by a provision which reflects the original intention of the Company to the extent permissible by the applicable laws.
- g) The terms of this appointment letter are strictly confidential between you and the Company and any breach of this confidence will be viewed with utmost seriousness and would amount to misconduct.
- h) The annexes hereto form an integral part of this contract. In the event of any conflict or inconsistency between the provisions of this contract and the provisions of the annexes, the provisions of the annexes shall prevail.

Kindly return a copy of this letter of appointment duly signed and initialed on all pages as a token of your acceptance of the terms & conditions mentioned above.

Yours sincerely,
For HCL INFOTECH LIMITED



Ekta Bhardwaj
Head-HR Shared Services

I am in concurrence with the above terms & conditions set out in the letter.
I will join on _____.

Signature:
Date:

Annexure B

Strictly Confidential

Name : Vicky Jaiswal
Designation : Senior Software Engineer
Grade : P2

Monthly Fixed

- 1) Basic salary will be Rs.12744/- (Rupees Twelve Thousand Seven Hundred and Fourty Four Only) per month.
- 2) House Rent Allowance (HRA) will be 50% of your Basic salary per month.
- 3) Transport Allowance Rs.1600/- per month.

Annual Variable Performance Pay

You will be eligible to participate in the Company's Variable Performance Pay Plan. Your Variable Performance pay for the year will be Rs.27500/- (Rupees Twenty Seven Thousand Five Hundred Only).

Individual variable payout will be basis relevant incentive scheme (Refer Clause 5). Please refer to applicable policy (Sales/Non Sales) on Intranet -> enable.

Other terms and conditions are as follows:-

- 1 Payout will be made on successful completion of Appraisal Process or review period as defined in the applicable policy.
- 2 Payout will be made only if the individual is on the payroll of the company as on the actual payout date. No pro-rata payments will be applicable for individuals who are either serving notice period or not on the payroll of the company as on actual payout date.
- 3 In case of a change in role for the individual, this scheme will be reviewed for applicability.



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Statutory benefits

1. Company contribution to Provident Fund (12% of annual basic) as per Act.
2. Gratuity (as per payment of Gratuity Act. 1972).

Other Benefits

1. You will be covered under the Medical Insurance & Group Term Life Insurance Scheme as per the Company Policy.
2. You will also be covered under the Employee Relief Fund as per Company Scheme.

Each part of the above compensation is subject to deduction of tax at source under the income Tax Act 1961 or any amendment thereof for the time in force, or any other statutory levy that may be applicable.



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Name	Vicky Jaiswal	
Grade	P2	
Designation	Senior Software Engineer	
Location	Bangalore	
Description	Monthly (Rs)	Annual (Rs)
Part A		
Basic Salary	12744	152927
HRA (50% of basic)	6372	76463
Transport Allowance	1600	19200
Bonus	713	8552
Part B		
Adhoc Allowance	17847	214167
Part C		
Provident Fund		18351
Gratuity		7352
Health Care		12744
LTA		12744
Part D		
Variable pay (as per Scheme)		27500
Total (A+B+C+D)	39276	550000

Note:

- 1) Each component is governed by respective rules
- 2) Health Care Scheme benefit will vary from year to year based on arrangement with Insurance Company

