

December 01<sup>st</sup>, 2018

**Yash Mohey**  
Flat No-52 B Pocket B Shivam Appartment,  
Ashok Vihar Phase-2, Ashok Vihar H.O., North West, Delhi,  
Delhi- 110052

**Sub: APPOINTMENT LETTER**

Dear Yash

We are pleased to appoint you as **Software Engineer** in Grade **E1** in our organization w.e.f. **December 01<sup>st</sup>, 2018**. You will initially be based at **Noida**. The terms and conditions of your appointment will be as follows:

1. **Probation:** You will initially be on probation for a period of six months from the date of your joining and depending on your performance, the company at its discretion, may confirm your appointment, extend your probation or terminate your services. During probation, or its extension, your services may be terminated on either side by giving one month's notice or salary in lieu thereof. However, in case of termination of your services by the company on the ground of misconduct, the company shall not pay any salary in lieu of notice period.

2. **Remuneration:** - On joining, you will be paid the following remuneration

Basic salary: Rs. 9540 /- per month

3. **Other benefits:** you will be eligible for the following benefits after confirmation.

Annual Leave: - Annual leave will be accumulated @ 1.5 working days for every month of service i.e. 18 working days per year of service and will be calculated from the date of joining. Accumulation will generally be permitted as per the company policy in force from time to time. You may avail your first annual leave only after confirmation.

Leave travel assistance & Medical Benefits: - You will be entitled to LTA and Medical Benefits as per the company's policy and your entitlement as per attached annexure.

Retirement Benefits: - Your age of retirement is 58 years and you will be entitled to the following benefits.

Provident fund: - Your PF contribution will commence as per the rules and regulations of employees Provident Fund and Miscellaneous Provisions Act, 1952. You will contribute 12% of your basic salary to the fund and the company will contribute an equal amount. However, you will be free to contribute more than 12% subject to PF rules and regulations, but the company's maximum contribution will be 12% only.



Page no: 1 of 3

**Yash Mohey**

Gratuity: - You will be entitled to 15 days basic salary per annum towards gratuity in accordance with the Payment of Gratuity Act 1972 on completion of five years of continuous service with the organization.

4. **Termination/ Severance** - After confirmation, your employment may be terminated at any time without assigning any reason, by the company by giving you two month's notice provided it shall be open to the company to terminate your services by giving you two month's salary in lieu of such notice. However, in case you decide to leave, you will have to give the company two month's notice. The company reserves its rights to waive the notice period solely at its discretion. The company reserves the right not to adjust your accumulated leaves, if any, against any notice period not served out fully. Further, in the event you are on an assignment outside India, you will have to return to India to serve the notice of resignation and unless you are relieved, your resignation will not take effect. You will not be allowed to take any leave during the notice period.
5. **Training/Skill development Cost** - You will pay an amount decided by company, towards your initial training and start up costs. Which is agreed upon and fair compensation of the money is spent by the company on your training and Skill up gradation, in case you separate from the company for any reason whatsoever within a period of 12 months from completion of training/Certification/course.
6. **Transfers:** - You may be transferred temporarily or permanently anywhere in India or outside India and to the subsidiaries and associate companies as may be required.
7. Your appointment and its continuance are subject to you being found and remaining physically and mentally fit. You shall appear before the medical officer of the company or any other doctor appointed by the company for medical examination and or health survey at any time. In case you are found medically unfit to continue with the job, you will loose your lien on the job.
8. This appointment is also subject to a satisfactory report from your former employers and the reference given by you within six months.
9. Foreign Travel: Company may send you abroad for training/work assignment at its own cost. You will diligently and beneficially, take part in such training/work assignment. In such event, you shall continue to serve the company after such training/work assignment (after return to home country), for a minimum period of one year. In the event you leave the company before serving one year, you shall be liable to pay all the direct and indirect cost and expenses incurred by the Company on your training/work assignment and travel. Company hereby reserves its right to adjust your training/work assignment and travel expenses at the time of full and final settlement. You shall not be entitled for experience and relieving letter before making payment of above stated costs and expenses.
10. This appointment is subject to your not being related to any member of the Board of Directors of the company as per section 314 of the Companies Act 1956.
11. You will abide and be governed by all rules and regulations and orders of the company that are framed / modified and made applicable to you or generally from time to time.
12. You warrant that :-
  - a. In accepting this appointment and performing your obligations and services under it, you will not be in breach of obligations under any other employment or appointment.
  - b. In the event of such breach, you and not the company will be wholly and solely responsible and liable for any damages.



c. You will, prior to accepting this appointment, intimate to the company any external education and training courses being undertaken by you. The company policy relating to undertaking such courses after joining is separately addressed in the company handbook.

d. You will, prior to accepting this appointment disclose to the company any prior medical history or illness which could effect your work in the company. A copy of our standard confidentiality agreement is also attached and we request you to please sign the same and return to us in token of acceptance. Please return a duplicate copy of this letter in token of acceptance of your appointment and the terms and conditions thereof.

We look forward to a long association with us.



**Deepak Rawat**  
**Senior Manager - Human Resources**

I confirm that I have read and understood the above terms and conditions and accept my obligations and liability relating to the same.

Signed: \_\_\_\_\_

Name: Yash Mohey

Date: \_\_\_\_\_

December 01<sup>st</sup>, 2018

**Yash Mohey**  
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**Delhi- 110052**

### Confidentiality Agreement

In line with the company policy, all staff is required to strictly adhere to specific practices and policies, as laid down below, relating to non-disclosure of company information and code of practice. The non-disclosure agreement is reproduced below:

1. Confidentiality – ownership: Any confidential information, compilation of otherwise public information in a form not publicly known, technical processes, designs, know how, inventions, developments, improvements, trade secrets relating to the business, dealings transactions or finances of Syscom Corporation Private Limited, New Delhi (wherever referred to herein includes where the context so admits the company and companies which are owned or controlled by the company or its holding company and/or its/ their customers/prospective customers) which may come to your knowledge or which you may make, create, discover, develop, introduce or invent during the course of or incidental to your employment, shall be the exclusive property of the company.
2. Non-disclosure: You shall not divulge to any person, company, any information referred in para 1 above.
3. Non-competition: You shall not, without the prior written consent of the company, whether by yourself, your employees, agents, or otherwise, howsoever and whether on your own behalf or for any other person, firm, company or organisation, directly or indirectly in India or elsewhere, be employed or engaged or otherwise interested in any business except by way of holding shares up to 1 per cent in the share capital of a company listed on a stock exchange.
4. New product/application development: Any new application developed by you as employee of this company, or while on deputation from this company to any of its sister companies, or while deputed at the customer site, shall be the property of the company. You will have no claim/right over the application / product developed during the course of employment or after severance of your services from the company.
5. Non-competition on Separation: In the event of your separation from the company for whatever reason, for a period of two year thereafter (except with the written approval of the Company) you will not solicit business in competition with the company nor pass information to a third party that may result in the same effect, from any organisation which is, at all date of separation, a client or a Prospect with whom negotiations are underway, neither will you in competition offer or supply products or services which compete directly with those products or services offered by the group companies.

Page no: 1 of 2

**Yash Mohey**



6. New Employment on Severance: You shall not, except with the consent of the company on severance, take up any employment or contract, whether directly or indirectly, for a period of two year with a customer of the company.
7. Customer Restrictions: You shall, at the request of the company, enter into a direct agreement or undertaking with any customer to whom you may be seconded accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.
8. Proprietary rights in name and association: You shall not, at any time after separation from the company.
9. Engage in any trade or business or be associated with any person, firm of company engaged in any trade or business using the name(s) "Syscom Corporation Private Limited" or incorporating the word(s) "Syscom Corporation Private Limited"
10. In the course of carrying on any trade or business claim represent or otherwise indicate any association with the company.
11. Records: All documents, papers and records of every kind (written or recorded), whether originals, copies or reproductions and whether prepared by you or by other, relating to the business and finances of the company shall be the sole and exclusive property of the company. You will not remove any of the above materials and will not, at any time, give or disclose such materials to any unauthorized person, or entity. Upon separation, you will return to the company all such materials including copies.
12. Remedies: In addition any other remedies, which the company may have at law or in equity, both parties agree that the company shall have the right to have all provisions of this agreement specifically performed. The company shall have the right to retain any amounts otherwise payable to you to satisfy any of your obligations as a result of any breach of this agreement.
13. In the event of gross misconduct, financial irregularities, breach of confidentiality/non disclosure, refusal to carry out reasonable instructions and the like, you will be subject to immediate dismissal and the company will not be liable to give you pay for any notice period. The company further reserves the right to other legal recourse it deems fit to protect its legitimate interests.
14. Jurisdiction: Even though the company shall depute you overseas for on-site work, the jurisdiction concerning your present employment will be with the courts in New Delhi which you undertake not contest.

I confirm that I have read and understood the above terms and conditions and accept my obligations and liability relating to the same.

Signed: \_\_\_\_\_

Name: Yash Mohey

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

For, Syscom Corporation Private Limited



Senior Manager - Human Resources

**Witness:**

Signed : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Annexure		
Employee Name : Yash Mohey		Employee Code : SYS2096
Designation : Software Engineer		Grade : E1
w.e.f.: December 1st, 2018		
	Monthly	Annual
Fixed Components (A)		
Basic	9,540	114,475
House Rent Allowance (HRA)	4,770	57,238
Transport Allowance	1,600	19,200
Other Taxable Allowance	5,460	65,525
Special Allowance	2,479	29,750
Total Fixed Pay (C) = (A+B)		286,188
Employer's Contribution to Social Security * (D)		
Provident Fund (PF)	1,800	21,600
Medical Insurance Premium	983	11,800
Gratuity **	459	5,506
Employer's Contribution to Social Security * (D)	3,242	38,906
Annual Cost to Company (C+D+E)		
		325,094

- \* Subject to the law applicable and company policy in force  
 \*\* Gratuity payable as per Gratuity Act



Income Tax will be deducted at source as per Income Tax rules  
 Salary & related information to be kept strictly confidential