

events, it would not be necessary for the Company to give you any notice, or payment in lieu thereof, whatsoever.

(d) **Termination on misconduct or breach of the service conditions or provisions of this letter:**

If you shall at any time be guilty of misconduct, commit any breach of the service conditions or refuse or willfully neglect to perform to the satisfaction of the Company any of the duties entrusted upon you or commit any other act which in the opinion of the Company is prejudicial to the interest of or is an act of misconduct, the Company may at once, without any previous notice, terminate your services, apart from any action which the Company may take against you for breach of contract as deemed appropriate. In such events, it would not be necessary for the Company to give you any notice, or payment in lieu thereof, whatsoever.

(e) **Company's decision on termination to be final and binding:**

The Company's decision as to the occurrence of any events mentioned to clause 9a and 9b above shall be final and binding on you and you shall not be entitled to question the same on any ground whatsoever.

(f) **Termination by notice:**

Without prejudice to clause 9a, 9b, 9c, 9d above, on being confirmed as a permanent employee, your appointment is terminable by either side giving **Two** months' notice in writing or payment in lieu thereof. However, in case of termination on the ground of gross misconduct, no notice period is required to be given by the Company. Your payment in lieu of notice period will however be subject to acceptance by the Company. You shall be governed by the resignation/separation policy of the Company as applicable from time to time. In the event you serve a notice of termination of employment, any unauthorized shortfall in notice will be viewed as breach of contract and the Company reserves the right to take appropriate legal action against such person.

All notices under this letter shall be in writing and shall be served by sending the same by Registered Post addressed to either party at the address hereinbefore written and in proving service, it shall be sufficient to show that the same has been properly addressed and posted.

10. Non Solicitation:

For the duration of your employment at the Company, and for a period of twelve (12) months thereafter, you shall not directly or indirectly either for yourself or as an agent of or in conjunction with any person or entity:

a) Solicit employment with, nor respond to the solicitation of your employment by, any of the Company's clients, either directly or indirectly.

b) Solicit and enter in to any business relationship for the purpose of offering or selling Business Process Outsourcing, Information Technology Enabled Services, computer software development and support and professional services, to any customer, client, licensee or any other business associate of the Company to the detriment of the Company.

c) Solicit, recruit, attempt to recruit, hire, attempt to hire, encourage or support any employee of the Company to leave the employment of the Company.

d) Solicit, encourage or support any supplier of goods or services, contractor or consultant of the Company to discontinue supplies, contracting or providing services to the Company.

11. Guiding Principles/ Policies & Procedures:

11.1.

Working Hours: The standard work week for employees will be governed by the rules of the Company in this regard. The exact work timings will however be based on and may vary as per business needs and may require you to work in night shifts. You are expected to report to work promptly at the scheduled time each work day.

11.2.

Leave: You will be entitled for leave as per the leave policy of the Company.

11.3.

The employee shall retire on his/her reaching the age of fifty-eight (58) years or earlier if found medically unfit for the job assigned to him/ her at the sole discretion of the Company. The age or date of birth already given by the employee in his/her application or provident fund declaration, whichever is earlier shall be treated as binding and final. The Company may at its