

Version 1.1	Groovy Technoweb Pvt. Ltd.	
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General Terms and Conditions of Employment

Management reserves the right to interpret, change, suspend, cancel, or dispute with or without notice, all or any part of our policies, procedures, and benefits at any time. Management will notify and inform all the Employees of these changes. In case of reshuffling of holidays we will go with the majority decision. The changes in the schedule of holidays have to be made a month prior to their occurrence. Changes will be effective on the dates determined by the Management, and all previous policies will be treated null and void after new policies are effective. No other Employee apart from the Management has the authority to change the policies at any time.

1. Commencement of employment:

Your commencement date of employment with the company will be as stated in your letter of appointment. Your employment will continue until either you or the company bring it to an end in accordance with any of the termination provisions or in accordance with any of the clauses contained herein and/or until your retirement as stated hereunder.

2. Probationary Period:

Your probationary period will be as stated in your letter of appointment which may be extended or reduce at the sole discretion of the company. Until your employment is expressly confirmed in writing to you by the company you shall remain on probation. This probation period would be computed excluding any leave that you may take for any reason, during the probation period immediately following the date of your commencement of employment.

3. Medical fitness and verification of particulars:

Your appointment is subjected to:

- You being declared, (and remaining), fit. The company has the right to get your medically examined by certified medical practitioner during the period of your services. In case you are found medically unfit to continue with the job, you will lose your lien on the job.
- Verification of the particulars mentioned in your application and any documents certificates, testimonials, resume, past company experience letter, past company relieving letter, past company salary slips or references etc... submitted in support of your application. In case this particular declarations or documents etc. as aforementioned are found to be false or unsubstantiated your employment with the company will be liable for termination immediately without any reason or notice thereof and without compensation at any time.

4. Duties / Obligations:

- Your duties will be intimated to you upon the commencement of your employment and can be varied at any time commensurate to your skill.
- The company will expect you to work with a high standard of initiative, efficiency and economy at all times.
- You will devote your entire time to the work of the company and will not undertake any other direct/indirect business or work, honorary or remuneration except with the prior written permission of the company in each case.
- You shall not seek membership of any local or public bodies without first obtaining written permission from the company, you shall disclose the same to the company, and obtain prior approval of the company, before the commencement of your duties.
- You will be responsible for the safe keeping, maintenance and return in good condition and order of all properties of the company which may be in your use, custody, care or charge and shall return the same to the company immediately upon relinquishment of your employment. For the loss of any property belonging to the company in your possession, custody, care or charge, the company will have the right to assess on its own basis and recover the damages and/or of all such material/property from you and to take such other action as it deems proper in the event of your failure to account for such material/property to its satisfaction.
- You shall not conclude any contracts binding on the company, whether in your own name or on behalf of third party.
- You shall abide by and follow all company rules, regulations and procedures in force and as may be amended from time to time by the company.
- Any inventions, or improvements that you or any other employment may make conceive, invent or suggest at any time during the period of employment whether during or outside business hours which may be connected in any way with the employment or with knowledge or information acquired during the employment regardless of the whether such inventions or improvements are patentable or copy writable, shall fully freely and immediately be communicated by the employee to the company in writing and shall belong to, and be the company's absolute property.

5. Benefits, Salary and Allowances:

All payments of salary and any other allowances, will be payable monthly in arrears to you via your bank Account in each calendar month following the month in which you worked. Your monthly salary and allowances (if any) are as per your letter of appointment. The company reserves the right to modify or change such salary, allowances and benefits from time to time. Your salary, benefits and allowances shall be subject to any deductions, with holdings as may be required by the laws of India.

6. Timings:

- Every month Every Saturday and Sunday Off. Management may cancel/postpones the Saturday off in case of work urgency or deadlines.
- Office will open from 08:00 AM to 08:30 PM.
 1. Working hours: 8 hours 30 minutes.
 2. Lunch + Tea break: 60 minutes.
- If working hours are between 8:00 and 8:30, employee needs to take prior written permission from his immediate senior, else it will be considered as half leave.
- If working hours are below 8:15 hours, it will be considered as half leave.
- Half leave minimum working hours: 4 hours 30 minutes (Excluding lunch and tea break).
- During half leave if employee worked hour less than 4 hours 30 minutes it will consider full leave.

7. Termination Provisions:

You may terminate your employment as described below, provided you give the required notice in writing.

Notice Period

- At any time during the first three months of employment or during your probationary period (whichever is longer), by giving to the company not less than one months' notice period in writing or payment of one months' salary to the company in lieu of notice.
- At any time after the first three months of employment or during your probationary period (whichever is longer), by giving to the company not less than two months' prior notice in writing or payment of two months' salary to the company in lieu of notice.
- Failure to give proper notice will result in the employee salary up to a maximum of two month being forfeited. In addition you shall be required to pay to the company such administrative fees and cost as consequences of failing to give proper notice. You will also not be entitled to any performance allowance, security deposit or variable pay company is holding for you.
- This duration may be extended if there is any crucial requirement in the ongoing project.
- Notice Period will begin only after formal acceptance of the resignation and the notice period cannot be bargained for reducing it.

Leave

- After putting the resignation employee is not entitled to enjoy any leaves provided by company.
- Credit of any additional leave will be stopped by H.R department upon the receipt of the resignation.
- For completing the notice period the employee cannot use the available leaves.
- Unused leaves will lapse with immediate effect after resigning.
- If the employee has overused his leaves before the end of the quarter then the amount will be deducted from the Final settlement.
- Notice period will be extended if the employee takes any leaves during this duration.

In the event of termination by the company, if the termination occurs before the end of the financial year the amount to be paid need not necessarily accord with any pre-determined formula. In addition the company reserves the right to recover such administrative fees and costs as may be required to be recovered from you.

8. Leave Policy:

- All the staff members, excluding trainees, consultants and probationers, shall be eligible for this leave.
- Total 12 days privilege leave (PL) per calendar year.
- **Marriage leave will be provided to all those employees who have completed 2 years with Groovy Technoweb Pvt Ltd. Company will provide 7 day leave for the marriage (5 working days). (2 Years considered from the date confirmation letter given).**
- Privilege Leave (PL) cannot be availed for less than half a day or more than 2 days at a time. Privilege Leave at a stretch beyond two days shall be treated as absent without leave.
- Privilege Leave cannot be combined with any other type of leave.
- (New) Employees will not have any leaves during the probation period (3 months).
- An employee can use maximum 2 Privilege Leaves together in a month.
- **Privilege leave is non-cashable. 50% of remaining leave of the current year will be carry forward in next year leave balance.**

- All leave must be applied for in writing at least 2 days in advance and prior written approval required by the company. In case of emergency inform on company phone number before 11:00 AM of that day. All un-informed leave will be considered as Leave without pay (LWP).
- Leave taken immediately before or after public holiday or weekends that will be subject to deduction including holiday and weekends given by company.

Please find below example:

X Official Holiday (Public Holiday or Weekend)	Y Leave	Z official Holiday(Public Holiday or Weekend)	=	(X + Y+ Z) Leaves (Will not be cut from Privilege Leave)
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9. Appraisal Policy:

- Performance appraisals are conducted on an annual cycle.
- Performance review will be done as per joining date of Employee.
- Employees who have completed probation period will be eligible for performance appraisal in next year as per joining date.

10. Networking and Data Protection Policy:

A. Use of Data/Internet:

- During the course of your employment with the Company, you shall have access to a wide variety of data and documents, some of which may have been created by you alone or as a part of a team.
- The Company at all times retain absolute ownership of such content, documents or data and you shall not copy, transmit, remove or alter such data except in pursuance of your official duties. The computer system should not be used for any unauthorized use.

B. Usage of E-mail:

- The E-mail address given to you by the company authorizes you to communicate with various entities and users within and outside the Company.
- Use the Email only for business purposes and activities. Personal e-mails should be very brief.
- Do not make any claim on the Company for the breach of E-mail privacy.
- Understand that the Company is well within its right to ensure in whichever way it deems fit that the E-mail is used only for business purposes.
- All the E-mail communication should have a disclaimer at the foot of the mail, especially while communicating to anyone outside the organization.
- Do not use the E-mail for making any lewd, disparaging or offensive remarks that may hurt the sensitivities of any other employee. Any violation on this account is liable for a disciplinary action which includes dismissal from service apart from any legal action.
- Do not send any E-mail from the company's E-mail account or using the Company's system that may hurt the religious, cultural or political sensitivities of the recipient.
- Fully understand that the E-mail documents are the property of the company and since it is not encrypted or secured, it should not be used for the exchange of confidential information.
- Not to send attachments with the personal E-mails that may result in overloading and/or slowing down of the network.

C. Personal usage of Data/Internet/Email/Systems - Personal use of the system may only be approved by the Company if it does not:

- Compete with the business of the Company.
- Interfere with the profile of the other Users.
- Involve any incremental cost to the Company.
- Involve commercial or other inappropriate solicitation.
- Provide confidential information about the Company.
- Divulge the trade secrets of the Company.
- Causes repelling effect for the Users or causes any loss to the Company.

D. Protecting computer workstations and other resources:

- You shall protect the computing resources and devices such as desktops, mobiles, tablets, laptops, work-pads and other related materials such as diskettes, printouts etc. as the performance of the computing resources depends largely on its usage and maintenance.
- No other gadgets except your phone and those provided by the company are allowed in the office premises.

- Pen drives, CD's, Memory sticks or any other USB's are also banned within office premises except with prior-written permission for their usage has been taken.
- Do not attach your personal mobile phones to company computers. In Case it is need so that a permission in Email from Project Manager and once approve then attach your personal phone or device to Company computer.

11. Confidentiality:

- You must always maintain the highest degree of secrecy and keep confidential the records, documents and such other information relating to the business of the company which may be known to you or confided in you or given to you by any means in the course of your employment with the company. And you shall take all reasonable steps for the proper and secure storage of such information.
- You shall not during the continuance of your employment with the company or at any time after termination of your employment use, disclose, divulge or communicate in any manner either directly or indirectly any information (confidential or otherwise) of the company trade secrets or know-how to any person, firm, corporation, association or other entity for any reason or purpose whatsoever.
- All original or copies of drawings, specifications, data or another documents containing trade secrets or confidential information which come in to your possession during the continuance of your employment with the company.
- Employee, upon termination of his/her employment, shall surrender to the company all records, files and materials pertaining to tor used by the company or any of its clients.
- The company reserves all the rights to take appropriate action against you during or after period of your employment in the event you disclose or retain any company information without authority as aforementioned by whatever means.
- You are also specially restricted from working directly or indirectly with any of the clients/contractors of the company existence during the employment with the company for at least 5 years from the date of leaving services of the company. (Except with the prior written permission of the company).

In the event of any breach of the foregoing provisions, the employees shall forfeit any and all rights to any payments or obligations owed or to owe to him/her the company. Furthermore, the parties agree that if any of the provisions of this security and confidentiality agreement and breached, the company may, in addition to the foregoing, pursue any other right of remedy available to it by law or in equity, including without limiting to the generality of the foregoing of the injunction to restrain such breach.