



July 05, 2022

Mr. Chandrakant Anilkumar Waingankar

Room no. 14, Shukla chawl,
Jawahar Nagar, J P Road,
Khar East, Mumbai -400051.

Dear Chandrakant,

We are pleased to appoint you as “**Assistant Engineer –Quality**” in the Management Grade **M-09** on the following terms and conditions from 05 July 2022.

1. Remuneration:

- a) Basic – **Rs. 31270/- p.m.** (Rupees Thirty One Thousand Two Hundred Seventy only)
- b) HRA / Special Pay – Rs. 15635/- p.m. (Rupees Fifteen Thousand Six Hundred Thirty Five only)
- c) Education Allowance – Rs. 3127/- p.m. (Rupees Three Thousand One Hundred and Twenty Seven only)
- d) Leave Travel Allowance - Rs. 2606 /- p.m. (Rupees Two Thousand Six Hundred and Six only)
- e) Medical Allowance - Rs. 3100 /- p.m. (Rupees Three Thousand One Hundred only)
- f) Annual Variable Pay as per Company policy.
- g) Provident Fund - 12% of Basic salary.
- h) Gratuity – You will be entitled to Gratuity as per the Payment of Gratuity Act subject to an upper limit as fixed from time to time.

2. Leave:

You will be entitled to 24 days leave, all-inclusive, which can be accumulated up-to 90 (Ninety) days, subject to the prevailing leave rules of the Company.

3. Transfer:

The Company may utilize your services in any section/division, office or establishment and/or related companies forming a part of ACG Group, in any part of India without any additional remuneration or compensation. On transfer to the new location, you will be bound by the working rules, regulations, timings, leave entitlement, weekly off days, paid holidays etc. applicable at that location.

4. Other Matters:

- a) You will not, without obtaining prior written permission from the Company carry on any business or profession or any part-time assignment or publish any article or deliver any talk on any subject related to the activities you are either directly or indirectly engaged in for the Company. You will devote your entire attention to your duties to promote the interest of the Company.
- b) You will be responsible for tools, equipment, calculators, books, laptop, mobile etc. in your custody. The Company reserves the right to deduct the money value of such things from your dues and take such other action as deemed proper in the event of your failure to account for such property to its satisfaction.
- c) You shall inform the Company immediately about any new or novel process, techniques or design you may make, discover or invent. All such discoveries or inventions will be the property of the Company. The Company may at its discretion take patents in your name for such discoveries or inventions and the Company will retain the rights to such patents as the sole beneficiary.

Registered office
ACG Inspection Systems Private Limited
1001, Dalamal House, Nariman Point, Mumbai – 400 021, India
Phone: +91 22 2287 2557-2559

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Plot No.62 C/D, Kandivali Industrial Estate, Charkop, Kandivali (West), Mumbai - 400 067, India
Phone: +91 22 7194 6000 | Email: sales.inspection@acg-world.com | Website: www.acg-world.com
CIN No.: U72300MH2009PTC192362 | GST No.: 27AANCS1884L1ZM



d) You shall immediately notify the Company of any change in your residential address.

5. Confidentiality and Intellectual Property:

In consideration of employment as an employee with Company, you will have access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information). “Confidential Information” means information not generally known and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company is collectively referred to in this Agreement as “**Confidential Information**”.

You may in the course of your employment conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patented or patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Company shall exclusively own all Proprietary Property which you conceive, develop or contribute to in the course of the employment and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, you hereby assign to the Company any and all rights that you may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by you outside work hours on the Company’s premises or through the use of the Company’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the business of the Company. You shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

you agree and covenant that both during and after your employment with the Company you will keep all Confidential Information and Proprietary Property confidential and shall not use any it in any manner whatsoever. You may, however, use or disclose Confidential Information which:

- a) is or becomes public other than through a breach of this Agreement;
- b) is known to you prior to the date of this Agreement and with respect to which the you do not have any obligation of confidentiality; or
- c) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that you inform the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by you.

You will return or destroy, as directed by the Company, Confidential Information and Proprietary Property and you will certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

You covenant and agree not to make any unauthorized use whatsoever of or to bring onto the Company’s premises for the purpose of making any unauthorized use whatsoever of any trade secrets,

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confidential information or proprietary property of any third party (including your previous employer), including without limitation any trade-marks or copyrighted materials, during the course of the employment with the Company. You agree and represent that the employment and the execution of this Agreement do not and will not breach any agreement to which you are currently a party or which currently applies to you.

At the reasonable request and at the sole expense of the Company, you will do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.

All Inventions, and any and all rights, interests and title therein, shall be the exclusive property of Company and you shall not be entitled, and you hereby irrevocably and unconditionally waive, now and/or in the future, any claim to any right, compensation and/or reward in connection therewith.

Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the employment, unless otherwise stipulated pursuant to the terms hereof, you will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

6. Non-competition and non-solicitation:

During the term of this Agreement and for a period of one year after you cease to be employed by Company, you will not directly or indirectly, for yourself, or on behalf of others, as an individual on your own account, enter into, engage in, accept employment from, or provide any services to, or for, any business that is in the business of the Company, or engage in any business activity that is competitive with the Company.

You agree that during and after termination of this Agreement, you will not:

- a) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, and/or
- b) employ, solicit for employment, or recommend for employment any person employed by the Company or its Group Companies, during your employment and thereafter, and/or
- c) solicit or request any individual or entity that researches, develops, markets or sells products that compete with those of the Company, to employ or retain as a consultant any employee or consultant of the Company, and/or
- d) induce or attempt to induce any supplier or vendor of the Company or its Group Companies to terminate or breach any written or oral agreement or understanding with the Company.
- e) directly or indirectly, attempt to or assist another to induce or persuade any customer which the employee contacted while employed by the Company to reduce or discontinue its business with the Company or any of its successors or affiliates or to do business with any person or entity which is in competition with the Company.

7. Injunctive relief:

You acknowledge that the services provided by you to the Company are unique. You further acknowledge that the terms of Clauses 5 and/or 6 of this Agreement are reasonably necessary to protect the legitimate interests of the Company and same are reasonable in scope and duration and are not unduly restrictive. You further acknowledge that a breach of any of the terms of the Clauses 5 and/or 6 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach

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of the Agreement is inadequate, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining you from engaging in or continuing any such breach hereof. Any claims asserted by you against the Company shall not constitute a defense in any injunction action, application or motion brought against you by the Company.

Apart from the above, you covenant and agree that, in case of violation of this Agreement, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which you directly or indirectly have realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity or under this Agreement.

You further agree that the deduction/recovery made by the Company shall not be construed as a release or waiver by the Company of the right to prevent the continuation of any such breach of this Agreement in equity or otherwise and shall not preclude or be construed to preclude the Company from making a showing of irreparable injury or any other element that may be necessary to secure injunctive relief.

8. Work Ethics:

In keeping with the policy of the Company of conducting its affairs in strict compliance in letter and spirit of the law and adherence to business ethics, you shall not:

- a) Accept or offer substantial gifts, or indulge in entertainment, favors or payments, which can be construed as excessive, influencing or improper.
- b) Borrow from or lend to or avail services of employees, customers or suppliers.
- c) Misuse or allow to be misused the property of the Company.
- d) Initiate or approve any form of personal, sexual or social harassment or discrimination of anyone.

9. Termination:

- a) If for any reason you wish to resign from the Company's services, you may do so by giving two month's notice in writing or pay the Company two month's Basic salary in lieu thereof. Similarly, the Company can at its discretion terminate your services by giving two month's notice in writing or pay two month's Basic salary in lieu thereof.
- b) This contract of employment may be terminated without notice or any compensation in lieu thereof, if any act of yours is detrimental to the interest of the Company, or contravenes any condition of this appointment or if any information provided by you during the process of appointment is found to be incorrect or false.

10. Policies, Rules & Regulations:

Any change in the rules & regulations, policies and guidelines announced by the Company from time to time and applicable to you will form a part of this contract of employment. The Code of Conduct is an important document covering behavior at the workplace and should be read and compiled with.

11. Retirement:

We have recorded your date of birth as **June 01, 1994** based on data given by you. You will retire on reaching an age of 58 (Fifty-Eight) years.



12. Training Abroad:

During your service with the Company if you agree to be sent abroad for training at Company's expense you will be liable to serve the Company for 3 (Three) years from the date you return to India. In case you decide to leave the Company before the period of three years you shall be liable to repay the total cost incurred by the Company for such training.

13. E-mail:

E – mail facility provided by the Company is to be used exclusively for Company's official business. The Company will have the right to check the e-mails sent and received. Sending of any information related to the Company to unauthorized persons will be treated as a breach of trust and a serious offense. You will be responsible for the misuse of e-mail and all its consequences including litigation arising therefrom.

Please sign and return the copy of this contract of employment in token of your acceptance of the above terms and conditions without any reservations.

For **ACG INSPECTION SYSTEMS PVT. LTD.**

NEHA SHETTY
HEAD - HR & ADMINISTRATION

I confirm that all the information given by me is true and my appointment in your Company is subject to the validity of this information. Having read and fully understood the above terms and conditions, I agree to abide by them.

Chandrakant Waingankar