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**APPOINTMENT LETTER**

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*Date: 10<sup>th</sup> January 2022*

To,  
**Dipali Sharma**  
Ranepur, Chandauli, Sakaldiha  
UP India - 232108

Re: (APPOINTMENT As **Salesforce Developer**)

Dear Ms. Dipali,

We welcome you to Girikon Solutions Private Limited (hereinafter referred to as “the Company”) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavour to succeed originates from our Vision “Girikon is fast becoming the trusted service partner in Information Technology” and our Mission “People + Processes + Technology = Customer Satisfaction”.

With reference to the discussions that we had with you, we are pleased to offer you the role of **Salesforce Developer** in the Company and your designation will **Salesforce Developer**. Your joining location will be **Noida**. We are pleased to offer you total cost to the Company (CTC) would be **INR 6,00,000 (Rupees Six Lacs per annum only)**. Break up of CTC and benefits are detailed in **Annexure – A** attached herewith.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B. We request you to join us on or before **January 10, 2022**.

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by **January 10, 2022** as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.

- This offer will stand withdrawn, if we do not receive your acceptance of the same within 7 days of receipt of this Acceptance Letter.
- The Company provides long term career opportunities to every employee. We sincerely hope that you will grow with the organization. We look forward to your joining us. Should you have any further questions or clarifications, please feel free to contact us.

On your accepting this letter, the combination of this acceptance letter along with the listed Annexures and the service bond signed by you shall form the complete Employment Agreement (and referred to as “**Employment Agreement**”).

Thank you

For Girikon Solutions Private Limited

(.....)

**Kalpana Singh**

**Manager-Human Resource**

### **Acceptance by Employee**

I unconditionally accept offer of employment on the Terms and Conditions set out above.

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

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ANNEXURE-A**  
**(SALARY AND BENEFITS)**

Salary Annexure		
Employee Name:	Dipali Sharma	
Date of Joining	10th January 2022	
Designation	Salesforce Developer	
Shift Time	UK Shift (1:00 PM - 10:00 PM IST)	
Location	Noida	
Components	Monthly	Yearly
Basic	18,000	2,16,000
HRA	7,200	86,400
Transport Allowance	2,000	24,000
Special Allowance	5,107	61,288
Variable Pay	6,360	76,320
Meal Allowance	2,500	30,000
Internet Allowance	1,200	14,400
<b>GROSS (A)</b>	<b>42,367</b>	<b>5,08,408</b>
Additional Benefits		
Gratuity (4.81%) *	866	10,392
Employer Contribution to PF	1,800	21,600
Training & Certification **		25,000
Medical Insurance ***		2,800
LIC Insurance****		1,800
Performance Bonus*****		30,000
Total Contribution (B)	2,666	91,592
<b>Base CTC</b>	<b>45,033</b>	<b>6,00,000</b>
# We work in multiple shifts (GEN/UK/AUS). Hours and time of work can be modified in case of specific group and/or project requirement from time to time.		
## Apart from this, You are eligible for joining bonus of INR 50,000. Bonus amount will be paid after completion of probation period.		

\* According to the law, an organization has to pay gratuity to an employee who has served it continuously for at least 5 years

\*\* Eligibility for reimbursement: Prior approval from the manager and successful certification are required. You need to serve the organization for at least a year from the date of the certification, failure to which will lead to the recovery of the certification amount during the FNF settlement.

\*\*\* Medical Insurance family floater: Self + Spouse + 3 Dependent Children (up to 25 age) + 2 Parents as per the company norms which is at Present 5 Lac. To include Parents, there is a nominal monthly contribution of Rs. 1000 for single parent and Rs. 1250 for both Parents which will be deducted from your salary every month. The contribution made for parents nomination in the policy can be considered in your tax saving under Section 80D.

\*\*\*\*Life Insurance premium is towards the Life Cover for self as per benefit plan and Life Cover Policy

\*\*\*\*\*Performance Bonus will be released annually as per individuals and company performance.

ANNEXURE –B  
Terms & Conditions of Employment

**1. DATE OF JOINING**

- 1.1 Your date of joining shall be no later than **(January 10, 2022)**. Your effective date of joining shall be the date, on which you actually join the employment of the Company and commence work for the Company, after completing all joining formalities.
- 1.2 Prior to joining the Company, you will ensure that you are free from all contractual restrictions preventing you from accepting this offer or starting work on the joining date.
- 1.3 Your employment with the Company is subject to successful pre and/or post-employment background checks, accuracy of the testimonials and information provided by you and your being free from any contractual restrictions preventing you from accepting this offer or starting work on the joining date. Please note that if during employment background checks, it is found that the information supplied by you is incorrect, the Company shall be entitled to terminate your employment without any prior notice, without giving rise to any claim for compensation or damages in your favour but without prejudice to the Company's rights and remedies against you.
- 1.4 At the time of joining, you are required to provide the following documents:
1. Copies of your professional degrees and transcripts (mark sheets of all years)
  2. Copy of your birth certificate (Matriculation certificate)
  3. Five copies of your Passport size photograph
  4. Copies of passport, if available
  5. Copy of Voter ID Card, Pan Card and Aadhaar Card
  6. Copy of Driving License, if available
  7. Form 12 BB / Form 16 (Current Financial Year)
  8. EPF Form 11 Declaration Form (NEW)
  9. Experience certificates from previous professional engagements (if any)
  10. Other documents as prescribed in Annexure-C attached herein

**2. PROBATION PERIOD**

- 2.1 A **three (3)** months probationary period will apply to your position from effective date of joining. During period of probation, you will receive advice, training and guidance to help you become familiar with, and competent in, performing the work you have been appointed to do. Further

your performance shall be evaluated. The appointment is subject to the satisfactory completion of the probationary period.

- 2.2 The period of probation can be extended or reduced at the discretion of the Company based on your performance and you will continue to be on probation till an order of confirmation has been issued to you in writing.
- 2.3 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 8 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.
- 2.4 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.
- 2.5 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.
- 2.6 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

### 3. SALARY AND BENEFITS

- 2.1 Your total cost to the Company (CTC) would be INR **6,00,000(Rupees Six per annum only)**. Break up of CTC and benefits are detailed in **Annexure – A** attached herewith.
- 2.2 The Salary/ emoluments/benefits due to you will be subject to deduction of Income Tax, 1962 in accordance with the provisions of the Income Tax Act and Rules made thereunder as also other applicable laws, if any, as may be in force from time to time.

### 4. DUTIES

- 4.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time.
- 4.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.
- 4.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.
- 4.4 You shall, always, keep your manager promptly and fully informed (in writing if so

requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.

- 4.5** You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.
- 4.6** During your employment, you shall not directly or indirectly engage in any conduct adverse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.
- 4.7** You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.
- 4.8** You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.
- 4.9** You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

## **5. PLACE OF WORK**

- 5.1** You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.
- 5.2** You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.
- 5.3** the company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.
- 5.4** You shall comply with the Company's rules relating to relocation to or from a Customer location.
- 5.5** You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of

any movable or immovable property will remain with Company.

## 6. HOURS OF WORK:

You will be required to work **Five (5) days** a week for 9 hours per day including break time. The regular shift timings are from **1:00 PM to 10:00 PM IST**. Hours and time of work can be modified in case of specific group and/or project requirement from time to time.

## 7. LEAVE

You are not entitled to take any leave during the probation period. On successful completion of probation you will be entitled for leave in accordance with the leave policy of the Company as applicable for the time being in force.

## 8. SEPARATION OF EMPLOYMENT

- 8.1 You will automatically retire from the service of the company on attaining the superannuating age of 58 years.
- 8.2 During probation period, either party may terminate the present employment agreement, without any cause, by giving **15 days' notice** or salary in lieu thereof (**For the purposes of the notice period pay, the Basic, alone will be considered**).
- 8.3 After completion of probation, either party may terminate the present employment agreement, without any cause, by giving **90 Days' notice** or salary in lieu thereof (**For the purposes of the notice period pay, the Basic, alone will be considered**). However, if exigencies of work so require, the Company may not accept the salary in lieu of notice period and may not relieve you earlier than the expiry of the entire period of notice. It shall, however, be open to the Company to accept your resignation with effect from any date earlier than the one offered by you in your resignation letter.
- 8.4 The Company may terminate your services immediately and without notice if:
  - 8.4.1 You commit a crime involving moral turpitude, theft, fraud and deceit;
  - 8.4.2 Your conduct has adverse effect on the reputation of the Company, its directors and officers;
  - 8.4.3 You commit any act or omission inconsistent with the duties assigned



to you;

- 8.4.4 You are found to be in gross negligence or wilful misconduct or misdemeanour;
  - 8.4.5 You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
  - 8.4.6 You provide false information to the Company at the time of your joining ; or
  - 8.4.7 Your performance is determined by the Company to be unsatisfactory.
- 8.5 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.
- 8.6 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.
- 8.7 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:
- 8.7.1 Return to work within eight(8)days of commencement of such absence; or
  - 8.7.2 Submit proofs in case of a medical/ legal emergency.
- 8.8 In the event of cessation of your employment, whether or not by termination, you shall be liable to return all assets, documents, information, data *etc.* of the Company, whether tangible or not, in your possession immediately upon cessation of your employment under written acknowledgement from the Company, without any demure or protest or lien upon the same.
- 8.9 In case you separate from services of the Company before completion of one year (1 yr) from the date of joining, irrespective of the reasons of separation, you will be liable to pay back to Girikon the entire gross amount paid as joining bonus or the amount mentioned in service bond signed by you and it will get adjusted in full and final settlement.
- 8.10 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other),you shall submit a Separation Certificate as



in Annexure D.

## **9.CODEOFCONDUCT**

- 9.1** You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
- 9.2** You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
- 9.3** The Company has released its Code of Conduct and HR Manual to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct and HR Manual once you join the Company.

## **10. REPRESENTATIONANDWARRANTIES**

- 10.1** The Company has made the offer of employment based on the bonafide statements and documents provided by you in your application form for employment and during the interview. At the time of employment or during employment if the Company finds the information provided to be false or misleading or there is misrepresentation at your end, it reserves the right to terminate your services without notice.
- 10.2** You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:
  - 10.2.1** Initiate all necessary background check through various third-party agencies;
  - 10.2.2** Implement the terms and conditions of various contracts entered by the Company; and
  - 10.2.3** Comply with relevant laws.

## **11. NON-DISCLOSURE**

- 11.1** During the course of your employment with the Company, you will have access to confidential/proprietary information about the Company, its clients, its business transactions, and associated companies. You shall not at any time disclose, divulge, share or make public, any confidential/ proprietary information, information relating to technologies, processes, accounts, transactions, dealings, vendors, clients etc. of the Company, whether the same may be confided or become known to you in the course of your employment or otherwise.

- 11.2 All notes and memoranda pertaining to the Company's trade secrets and confidential/proprietary information made by or acquired by you during the course of your employment shall at all times remain the property of the Company. Upon termination of your employment, you shall immediately return all notes/memoranda and any copies thereof to the Company that you may have obtained during the course of your employment under written acknowledgement from the Company.
- 11.3 You are obliged to sign a non-disclosure agreement as and when required by organization either with Company or with any of its clients or its associates, as the case may be. The said non-disclosure agreement(s) shall be treat as part and parcel of the present offer letter.

## **12. CONFIDENTIALITY&INTELLECTUALPROPERTY**

12.1 In this Employment Agreement, the term "Confidential Information" means the Confidential Information of the Company as set forth below:

### **12.1.1 Company Internal Information which includes but is not limited to:**

- i. Taxrecords, financial information, such as the Company's earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
- ii. Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
- iii. Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- iv. Customer information, such as any compilation of past, existing, or prospective customers, customers' proposals or agreements between customers and status of customers' accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
- v. Vendor and service provider information, prices, and terms at which procurements are made by the Company.

### **12.1.2 Technical Information which includes but is not limited to:**

- i. All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;
- ii. Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;
- iii. Information relating to trade secrets, confidential knowledge, data;
- iv. Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

**12.1.3 Business Information which includes but is not limited to:**

- i. Business plans, mechanisms, business related functions, activities, business systems, processes, and services;
- ii. Trade secrets, business strategies, marketing strategies, methods of operation, and market information;
- iii. Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company's business and activities.

12.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve(12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.

12.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.

12.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.

12.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a world wide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising

out of the performance of the services provided to the Company by you under this Employment Agreement.

- 12.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services here under.
- 12.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 12.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.
- 12.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.
- 12.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

### **13. NON-SOLICITATION AND NON-COMPETE**

13.1 You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

- i. Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
- ii. Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

13.2 You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the “Restricted Territories” as defined below.

i. The term “Competitive Activity” shall mean the whole of the business activity carried on or engaged by or pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

ii. The term “Restrictive Territories” shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future upto and including the date (if any) on which you commence employment with another employer.

iii. The term “Customer” shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.

### **14. CONFLICT OF INTEREST**

14.1 You shall engage your self-exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or ‘moonlight’ or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.

14.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

## **15. PERFORMANCE MANAGEMENT AND SALARY REVISION**

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

## **16. MEDICAL FITNESS**

16.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.

16.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

## **17. NON-DISPARAGEMENT**

**17.1** You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

## **18. EMPLOYMENT REGULATIONS**

Whilst employed with the company:

18.1 You will have no objection to working extra hours in the morning and/or the evening according to the requirements of the job.

18.2 You may be selected and sponsored for various kinds for training including specialized training on technology, with vendors / manufactures / exchange programmes and / or with any other business associations / institutions, in the country or abroad. You will diligently take part in the same and based on the nature of training or exposure, company may require you to serve the company for a specific minimum period of time and you will be liable to execute required service agreement bond for the same, which includes provisions for liquidated damages for non-compliance with the conditions of the bond.



- 18.3 You will carry out your duties with diligence and loyalty at all times, keeping the Company's interest paramount.
- 18.4 You shall not under any circumstances either directly or indirectly, receive or accept any benefit, commission, rebate, discount or profit from any person, company or firm having business transactions with the Company.
- 18.5 During your employment, you will be bound by the Company's Policies, Code of Conduct, Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter or modify the said Code of Conduct, Policies, Rules and Regulations at its discretion, without any notice thereof and these will constitute integral part of present offer letter.;
- 18.6 You will be required to apply and maintain highest standards of personal conduct and integrity and comply with all company policies and procedures. All acts subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, misappropriation, etc. would warrant strong disciplinary action including but not limited to termination of your services from the Company.
- 18.7 This offer letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with the organization. Any amendment or modification to this appointment letter shall be made in writing and signed by both the parties.
- 18.8 The terms and conditions of service as well as present offer letter are confidential and shall not be disclosed to or discussed with anyone.

## **19. GENERAL**

- 19.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.
- 19.2 You must submit documents mentioned in checklist in Annexure C.
- 19.3 You will inform in writing to the Baseunit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 19.4 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.
- 19.5 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.
- 19.6 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any



of your duties or obligations under this Employment Agreement.

## **20. GOVERNING LAWS AND DISPUTE RESOLUTION**

20.1 Any and all disputes ("Disputes") arising out of or in relation to or in connection with or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof of present appointment letter between you and the Company shall be governed and construed in accordance with the laws of India and both parties to this appointment letter shall submit to the exclusive jurisdiction of courts at Delhi, India.

20.2 In event of any dispute between parties, courts at New Delhi shall have exclusive jurisdiction to entertain and decide the same.

## **ACCEPTANCE**

- a) Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.
- b) If you fail to indicate your acceptance within a week from the date of the offer letter, this offer of employment will be deemed to have been revoked and withdrawn.
- c) All other clauses provided in HR Manual which is applicable for all employees and may vary and change from time to time.

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

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

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

ANNEXURE C–  
List of documents required on date of joining  
**(if not already submitted)**

1. Your copy of appointment letter
2. Copies of your professional degrees and transcripts (mark sheets of all years)
3. Copy of your birth certificate (Matriculation certificate)
4. Five copies of your Passport size photograph
5. Copies of passport, if available
6. Copy of Voter ID Card, Pan Card and Aadhaar Card
7. Copy of Driving License, if available
8. Form 12 BB / Form 16 (Current Financial Year)
9. EPF Form 11 Declaration Form (NEW)
10. Experience certificates from previous professional engagements (if any)
11. If you have been working earlier:
  - 11.1 Relieving Letter/ Resignation acceptance letter/ Experience Certificate from the previous employer
  - 11.2 Appointment letter of the previous employer
  - 11.3 Name of the Provident Fund Trust (in case it was a trust) and UAN Number
  - 11.4 Your Provident Fund and Family Pension Fund Account Numbers

## ANNEXURED

### Separation Certificate

*(To be submitted by the Employee at the time of  
separation)*

1. This is to certify to \_\_\_\_\_ (the “**Company**”) that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company’s Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement (“**Employment Agreement**”).
2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or

otherwise belonging to the Company or its clients, vendors, or third parties.

3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.
4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, non-solicitation, and non-disparagement as contained in the Employment Agreement.
5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.