

## General Terms and Conditions of Employment

### 1. Remuneration

You will be entitled to a compensation (salary and other applicable benefits) as detailed in *Annexure "A"* of your Offer / Appraisal letter. The compensation and its structure will be governed by the rules of the Company, and it can be amended from time to time as per the company policy and change in tax rules and laws.

### 2. Working Hours and Shifts

Your hours of work and shifts shall be regulated to suit the duties entrusted to you from time to time. You will have to mark the attendance in any manner as may be prescribed. You may

At times, as per the business needs, you may be required to work in different shifts or in extended working hours, as permitted by law. In such a case, you may seek compensatory off in consultation with your respective manager. However, this need to be duly approved and all such approvals shall be on the sole discretion of the management.

### 3. Leaves

You will be entitled for availing leaves as per the Company Leave Policy.

### 4. Training and Development

You shall undergo training in all areas of work/departments as required by the business and decided by the Company/Management/Managers from time to time. You can be deployed for different and varying assignments (which may or may not be in the same department / location) depending upon the business needs and client requirements.

### 5. Dress Code and Hygiene

You shall maintain your personal hygiene and dress code during your presence at the Company's premises.

### 6. Probation period

You will be on probation for a period of **six months** from the date of joining. The period of probation can be extended at the discretion of the Management, and you will continue to be on probation till an order of confirmation has been issued in writing. Your employment may be reviewed, and the employment terms may be reconsidered and modified depending on the outcome of the review.

### 7. Posting & Transfer

Your initial posting will be remote. However, your services are liable to be transferred, at the sole discretion of Management, in such other capacity as the company may determine, to any department / section, location, associate, sister concern or subsidiary, at any place in India or abroad, whether existing today or which may come up in future. In such a case, you will be governed by the terms and conditions of the service applicable at the new placement location.

### 8. Salary revision

Your salary will be reviewed on completion of each year, or at such other time as the Management may decide. Salary revisions are discretionary and will be subject to, and on the basis of, effective performance and results.

### 9. Full time employment

Your position is a whole-time employment with the Company, and you shall devote yourself exclusively to the business and interests of the company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Board of Directors of the Company. You will also not seek membership of any local or public bodies without first obtaining specific permission from the Management.

## 10. Confidentiality

You will not, at any time, during the employment or after, without the written consent of the Board of Directors disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs or administration or research carried out or information related to your compensation and benefits, whether the same is confided to you or becomes known to you in the course of your service or otherwise.

Upon joining the organization, or at any other time, you may be required to sign non-disclosure agreement(s) either company internal or client mandated.

## 11. Intellectual Property

If you conceive any new or advanced method of improving designs/ processes/ formulae/ systems, etc. in relation to the business/ operations of the Company, such developments will be fully communicated to the company and will be, and remain, the sole right/ property of the Company.

## 12. Responsibilities & Duties

Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

## 13. Company Property

You will be responsible for the safe keeping and return in good condition and order of all our property such as laptops etc. which may be in your custody, use, care, or charge. We shall have the right to deduct the money value of all such things from your dues and take such action as we deem proper in the event of your failure to account for such property to our satisfaction.

## 14. Personal information

You will keep us informed of any change in your residential address / phone number/ civil status.

## 15. Rules and Regulations

You will abide by the standing orders and/or other staff rules and regulations applicable to you which are in force for the present or may be framed in future.

Your appointment shall be subject to company rules and regulations in force now and that may come into force from time to time and such acts or laws and regulations are as applicable and are in force now and /or any such modifications or enactments that may come into force from time to time.

## 16. Retirement

The retirement age is **58 years**. You will retire from the employment of the Company at the end of the month in which you attain 58 years of age.

## 17. Notice Period

Before leaving the service of the company the employee have to serve **45 days** of notice period and deliver all service tools. If an employee leaves the job without prior information and delivering the charge to his higher officers and service tools/papers to the satisfaction of the higher authority, in that case, necessary legal action will be taken against him/her, beside withholding his Salary/Due, if any receivable. Moreover the candidate will be therefore not receive any experience letter or will not be released from the company

## 18. Termination of employment

During the probationary period and any extension thereof, your services may be terminated on either side by giving one month's notice or salary in lieu thereof or for the period falling short of the prescribed notice period. However, on confirmation the services can be terminated from either side by giving **Fifteen days** (15 days) notice or salary in lieu thereof.

The company shall have the right to terminate your employment immediately without the liability for compensation or damages upon the happening of any of the following:

- a) If you are guilty of any grave misconduct or failure to obey your supervisor or failure to follow norm/rules/guidelines as per the Company.
- b) Willful absence of duties for a period of 3 days without intimation in writing.
- c) If you have represented fake documents which includes but limited to your experience/relieving letters, salary slips, educational documents, identity documents, or any other personal/professional/educational documents.
- d) Sexual harassment of co-workers.

#### **18. Past Records**

You are being offered on the presumption that you have no criminal background as per law of the land and the particulars/documents furnished by you in your Application and Resume are correct. In case of the aforesaid particulars/documents are found to be incorrect, your offer/employment with the company shall stand cancelled/terminated without any notice.

#### **19. Obligation upon termination of employment**

Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the Company or relating to its business and shall not retain or make copies of these items.

Upon termination of employment, you will also return all company property, which may be in your possession.

You shall not directly or indirectly induce any other employee of the company to leave the services of the company or to involve in any activities which is prejudicial to the interest of the company.

You shall not, directly, or indirectly, solicit for employment, employees of the company and shall not directly or indirectly hire any employees or of the company for a period of 12 (Twelve) months after the termination of your employment.

#### **20. Medical Fitness**

The continuation of your service will be subject to your being found and remaining physically and mentally fit. During the tenure of your service, you can be required for medical check-up either at the instance of the Management or by the authorities.

#### **21. Tax**

All applicable taxes will be payable by you.

Please confirm your acceptance of the appointment on the above terms and conditions by signing and returning this letter for our records.

Yours sincerely,

**For Ekodus Inc.**

**Authorized Signatory**

**Signatory's Name: SITA CHETRI**



I have read the terms and conditions of this letter of appointment and confirm my acceptance of the same.

**Name:** Dinesh Kumar

Dinesh Kumar

**Signature**

