

**10-Sep-2020**

**CONFIDENTIAL**

Mr. Christian Rodrigues (**76053**)  
Building No 7778 Bwing Room No 103 Shri Prastha Complex Near Shri Hari Complex Nalasopara West,  
2nd Road,  
Nalasopara West,  
Mumbai : 401203

**LETTER OF APPOINTMENT**

Dear Christian,

Welcome to Tech Mahindra Business Services Ltd.! We have pleasure in appointing you as **Customer Relations Advisor** with effect from **10-Sep-2020**.

Your initial place of posting would be at Mumbai.

1. **Remuneration**

Your emoluments/entitlements would be as follows:

<b>Components</b>	<b>Rs / Month</b>
Basic	15000.00
Other Allowance	7617.00
House Rent Allowance	1500.00
Night Shift Allowance	1500.00
Statutory Bonus	1250.00
<b>Gross Salary</b>	<b>26867.00</b>

2. **Probationary period**

You will be on probation for a period of three months from the date of your appointment. Your services will be considered to be confirmed unless you receive any contrary communication from the organization in this regard.

You will be paid a monthly training performance incentive amount of INR **1500** during your probation period. After successful completion of your probation, you will be aligned to the skill-set performance Incentive and the training performance incentive will be discontinued.

The training performance incentive amount is subject to change as per the Company's policy and is inclusive of any statutory bonus payable, if any.

During the period in probation, either side can terminate this appointment with a fifteen days (15 days) notice or payment in lieu thereof, subject to acknowledged complete handover of responsibilities.

3. **Proof of Age**

You will be required to produce satisfactory proof of age at the time of joining. The same may be evidenced from the School Leaving certificate or from the birth register certificate. Once, such proof of age is accepted and recorded on the company's register, you will not be permitted to seek a change of date of birth. You will be bound by such declared date of birth in all service with the Company, including your retirement age.

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4. **Past Records and Verification**

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed or concealed any material information, in such cases, you will be liable to removal from services without any notice or compensation.

The company reserves the right to get a background check including criminal history record search, education, employment, personal details and client specific verification conducted by Third party agencies at any time during your course of employment. In the event that such verification check reveals any discrepancy in statements made by you in your application blank or bio-data, your services are liable to be terminated without any notice or compensation.

5. **Working Hours**

The working hours of the Company have been defined in the HR policy. You will observe work timings and holidays as applicable to you. You will be required to carry out shift duties from time to time as per the requirements of the Company.

6. **Leave**

You will be eligible for leaves as per Company's Policy.

7. **Transfer**

You will be liable to be transferred or redeployed to any of the Branches/Establishment of the Company which are existing at present or which may come into existence in future (anywhere in India) or to any other position (shift or department) within the Company or any other Company or establishment managed and controlled by this Company. On such transfer, you will be governed by the rules, regulations and bye-laws and all other working conditions, terms of service applicable to the Establishment to which you may be transferred without any extra remuneration.

8. **Provident Fund & Gratuity**

You would be required to make contributions towards Provident Fund at **12%** of your Basic Salary.

You will be entitled to Gratuity benefits as per the Payment of Gratuity Act, 1972 on completion of five years of continuous service with us.

9. **Employee State Insurance Corporation (ESIC)**

ESIC is deducted on gross salary which is **0.75 %** from the employee contribution and **3.25 %** from the employer contribution (applicable only if fixed gross monthly salary is less than or equal to INR 21000).

10. **Other Benefits**

a) **Medical Insurance Coverage:** For Self / Spouse / dependent children for Rs. 1.5 lacs. (Subject to change as per policy renewal).

b) **Accident Insurance:** You will be covered, under the Group Personal Accident Insurance Policy for Rs. 5 lacs. (Subject to change as per policy renewal).

c) **E.D.L.I. :** You will be covered under Employee Deposit Linked Insurance for Rs.6. 02 lacs

(Subject to change as per policy renewal).

11. **Performance Incentive**

You'll be eligible for Performance incentive amount of **Rs. 36,000 /- p.a.** Incentives will be paid to you on a pro-rata basis as per your eligibility. It represents the target amount and actual incentive amount may be lower or higher depending on your performance and business performance and will be inclusive of any statutory bonus payable, if due.

12. **Review**

Your review of performance will be as per Company's policy.

13. **Retirement Age**

The retirement age from the services of Company is 58 years.

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14. **Termination Notice**

If you wish to leave the employment or the Company decides to terminate your services, 1 month (30 Days) notice or salary in lieu thereof shall be given by either side. In case of resignation from the services of the organization, you are expected to serve the notice period in order to complete the handover process as mandated by the management.

Based on management discretion the organization can choose to offset the notice period with salary in lieu of notice period, provided you complete the handover process which is signed off by the reporting manager and or the department head

However, in the event your service is terminated for fraud, theft or withholding of information in the Application Form or for any other form of misconduct, continued non performance, non-adherence to the code of conduct, ethics, information security breaches; Notice Pay will not be payable by the Company nor any notice given and the same will be with immediate effect.

For any act/acts of misconduct or acts of omission or commission or negligence, during the training period or after completion of training, your services are liable to be terminated. The Company may at its sole discretion hold domestic inquiry to inquire into the act/acts of misconduct or other acts of omission or commission or negligence alleged against you. You could be liable for suspension pending inquiry or final orders. You will, however, be entitled to salary for the period of suspension if the charges are not proved against you.

15. **After Termination**

On termination of this contract, you will immediately give up to the company all correspondence, specifications, formulae, books, documents, effects, market data, cost data, drawings or records, etc. belonging to the company or relating to its business and shall not retain or make any copies of these items. The terms of termination are strictly confidential between you and the Company. You agree that at all times after the termination date, directly or indirectly not to-

- a) Use for your own purposes or those of any other person, company, business entity or any other organization whatsoever;
- b) Disclose to any person, company, business entity or any other organization whatsoever.

Any trade secrets or confidential information relating or belonging to the company or any of its subsidiaries or associated companies including but not limited to information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, associates or officers, financial information or plans, designs, formulae, product lines, research activities, any document "confidential" or any information which you have been advised is "confidential" or which you might reasonably expect the Company to regard as "confidential" or any information which has been given to the Company or any of its subsidiaries or associated companies in confidence by customers, suppliers or any other persons.

16. **Non solicitation / Non-compete**

You agree to undertake that during the term of your employment with the Company and for a Period of 12 months thereafter immediately following the termination of your employment with the company, you shall not :-

- a) Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment;
- b) Take away any clients or customers of the company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
- c) Join the services or be associated in any manner with any organization which is undertaking or seeks to directly undertake competing activity in India.

You also acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business and the goodwill of the Company. In the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this clause valid, binding and effective. Notwithstanding the limitation of this provision by any law for the time being in force, you undertake to, at all times, observe and be bound by the spirit of this clause.

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17. **Confidentiality**

During the tenure of service, you will keep your emoluments secret from other members of this organization and will treat all information coming to you as strictly confidential and information contained in all documents and papers and other matters relating to the company will not be divulged by you to any person other than the Management of the Company.

You will maintain secrecy and will not disclose to third persons any of the trade secrets or other confidential information of the company or its affiliated companies, including but not limited, to proprietary technical data, specifications and methods of operations. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of operations shall, at all times, remain the property of the Company.

18. **Misconduct**

Without prejudice to the general meaning of the term misconduct, any act of omission or commission or negligence or breach of rules, regulations, by-laws, instructions or procedures of the Company for the time being in force or confidentiality clause would be treated as misconduct.

19. **Discipline**

You will submit yourself to the orders of the company and of the officers and authority under which the Company may from time to time place you. You will be governed by the Rules, Regulations, Bye-laws, instructions and procedures prescribed by the Company from time to time.

You will not, except in case of accident or sudden illness certified by the competent medical authority, absent yourself from duties without having first obtained permission from the Company's authorized officers.

If you absent yourself from the duties of the Company without prior written permission or overstay the sanctioned leave for eight consecutive days, you will be deemed to have abandoned the service voluntarily without giving due notice and your name will be struck off the rolls.

You will maintain proper discipline and dignity of your office and shall deal with all matters with sobriety. You shall not, during the term of your employment, be found in possession of any firearms, weapons, explosives or other hazardous substance.

You agree to undertake that during the term of your employment, while in the company premises, you shall not consume/use, possess, transport or sale any alcoholic beverages, as this is absolutely prohibited as per the company policy. You authorize Tech MBS, all the right to search or inspect your personal effect, locker, baggage and living room/guest house for drugs, intoxicating beverage, at any time without any prior notice. Upon reasonable suspicion the organization could ask for an alcohol/drug test if and when considered necessary and holds authority to terminate your services with immediate effect without prior notice if found non complaint.

20. **Exclusivity**

You will employ yourself efficiently and diligently to the best of your ability and will devote your whole time to duties of the Company and will not engage yourself directly or indirectly in any service, trade, business, vocation or occupation (including agency of an Insurance Company) or in an advisory capacity.

21. **General**

You would be required to keep the Company informed about any change in your personal particular and shall file updated nomination forms (e.g. relating to Provident, Gratuity) on your own initiative in case of any change.

"The Company reserves the right, from time to time, with or without notice to you, to add or amend the Policies, as available on the Company Intranet, vary any remuneration, benefit, facility or perquisite that may be extended to you, at Company's sole discretion.

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Changes will take effect (effectively and/ or retrospectively) when posted on the Company Intranet and you will be deemed to have agreed to any changes or updates to the Policies from time to time”.

Your employment shall also be governed by Rules and Regulations laid down by the Management from time to time, some of which are contained in the operating Code of conduct at TMBSL.

All promotions and demotions will be at the sole discretion of the Management of the Company, depending upon your efficiency, availability of position and business requirements.

In case you are incapacitated by reason of illness, accident or any other cause and cannot perform your duties, the Company may at its sole discretion grant leave for a reasonable time on full pay or half pay or without pay or terminate your services. Also, if you are found suffering from any infectious/contagious disease, the Company may at its discretion terminate your service.

This letter of appointment and its continuance is subject to your being found medically fit by the Company's Medical Officer or such other Medical Officer that the Company may appoint for that purpose.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment.

Yours faithfully,

**FOR TECH MAHINDRA BUSINESS SERVICES LTD.**

**SUCHITRA S. KERKAR**  
**GLOBAL HEAD - HUMAN RESOURCES**

I hereby accept employment on the terms and conditions mentioned in the above letter of appointment and enclose herewith a copy of my resignation letter duly accepted by the previous employer.

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Signature and Date

Mr. Christian Rodrigues  
EMP. ID: 76053