

**HYD/2020/C/OFE/032**

**15<sup>th</sup> July 2020**

**OFFER FOR EMPLOYMENT**

**Mr. Ritik Verma,  
KIET Group of Institutions,  
Ghaziabad, Uttar Pradesh.**

Dear **Ritik**,

We are extremely pleased to offer you the position of a “**Trainee Engineer**” with the TEKsystems Global Services Pvt Ltd., (TGS). The offer, terms and conditions of your employment contract at TGS are detailed below. Please read these important details carefully, including your compensation and benefits.

**Acceptance and Commencement**

Your Employment will commence on or before “**4<sup>th</sup> October 2020**” or such date as may be mutually agreed. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date within 5 calendar days from the date of the offer, this offer will be withdrawn.

Any change of joining date must be communicated to the recruiter at least 5 calendar days prior to your original joining date. The new joining date must be a working weekday (except Saturday & Sunday) and should be no later than 5 calendar days from the joining date specified above.

**Compensation**

Your annual total Salary (Fixed + Variable pay) will be of **INR 6,00,000/- (Rupees Six Lakh Only)** and includes a Variable Pay of **INR. 1,00,000/- (Rupees One Lakh Only)**. Tax at the applicable rate shall be deducted at source from your salary. The break-up of the compensation structure is mentioned in Annexure -A.

**Location**

Your initial place of posting will be in **HYDERABAD**, however, should a need arise you may be transferred or expected to travel to any of our offices/client locations.

### **Probation and Confirmation**

You would be on Probation for a period of Six months from the date of joining after which based on satisfactory performance & business situation, your position will be confirmed. There will be no changes to your compensation upon confirmation. You shall be treated as confirmed employee by default at the end of Six months' period unless otherwise a written extension of probation is intimated to that effect from the TGS.

Your offer of employment will be subject to the terms and conditions of employment and to satisfactory reference, background and medical check. This document will be the official appointment letter on acceptance.

By signing this offer acceptance, you are agreeing to be on the rolls of TGS for a minimum duration of two years from the date of joining. In any event you wanting to separate from TGS before two years from the date of joining, you will be required to compensate for the induction/training/ on-boarding costs incurred by TGS which amounts to a total of Rupees One Lakh.

We extend a very warm welcome to TGS and look forward to a long and mutually rewarding association.

Yours sincerely,  
For TEKsystems Global Services Pvt. Ltd.



Srivatsa Hullahalli Nagarajaiah  
Director of Recruiting

I hereby accept and agree to this employment contract. I agree to abide by the policies, rules and regulations of the TGS as detailed below.

Full Name

Date

Signature

<b>Employee Name: Mr. Ritik Verma</b>				
<b>Designation: Trainee Engineer</b>				
<b>Annexure - A</b>				
	<b>Per Month</b>		<b>Per Annum</b>	
<b>Break Up Particulars</b>	<b>Option-1</b>	<b>Option-2</b>	<b>Option-1</b>	<b>Option-2</b>
	<b>PF 12% on basic</b>	<b>PF minimum</b>		
Basic	20834	20834	250002	250002
House Rent Allowance	8333	8333	100001	100001
Food Coupons (Optional)	2200	2200	26400	26400
Telephone Allowance	1000	1000	12000	12000
LTA	1736	1736	20834	20834
Provident Fund-Employer	2500	1800	30000	21600
Family Health Insurance	1273	1273	15277	15277
Special Allowance	3791	4491	45486	53887
Fixed Salary (A)	41,667	41,667	500000	500000
Performance Bonus payable along with Sept & March Salary (B)			100000	100000
Total Salary (Fixed + Variable) (A) + (B)			600000	600000

**\*Consolidated deferred Variable pay of INR 2 Lakh will be made only at the end of 24 months of service.**

**Group medical Plan:(Family Health Insurance)**

- Below are the details of the Insurance coverage we offer.
- Sum Insured INR.3,00,000. (The premium is included in the fixed salary)
- Employee can buy top up on Sum Insured in multiples as per the insurance company norms.
- Members covered – Employee + Spouse + 2 dependent Children & 2 dependent Parents/ In-laws (cross combinations are not allowed) - (Employee + 5)
- Require 24 hours hospitalization.
- Cash less facility for network hospitals is available.

For more information please read through the details available on HRMS (Human Resource Management System).

**Other TGS benefits:****Group personal Accident**

The group personal accident policy indemnifies the employee only, in case of a death or disability caused due to an accident. The Group Personal Accident policy covers Accidental Death, Permanent Total Disability and Permanent Partial Disability and Temporary total disablement as risks. For more information please read through the details available on **HRMS** (Human Resource Management System).

**Group Term Life Plan**

The policy indemnifies the beneficiaries in the event of death of employee, during the covered period. Death can be accidental, natural, etc. For more information please read through the details available on HRMS (Human Resource Management System).

**Wellness benefits**

As a global employer, TGS is committed to promoting a culture of health, safety and well-being in the workplace. The policy recognizes that physical and psychological health and safety and well-being is a shared responsibility between TGS and all employees. For more information please read through the details available on HRMS (Human Resource Management System).

**Gratuity**

In addition to the total salary the employee will be eligible for Gratuity as per Payment of Gratuity Act 1972.

## TERMS AND CONDITIONS OF EMPLOYMENT

We are detailing below some of the significant terms and conditions of employment and employment policies that will apply to you at TGS. Please ensure that you read and fully understand all the policies.

This offer supersedes all prior understandings, negotiations and agreements, whether written or oral, between you and TGS as to the subject matter covered by this offer letter. During the term of your employment with the TGS, you will be subject to all rules and regulations in accordance with TGS policy as applicable, enforced, amended or altered from time to time.

### 1. Compensation and Benefits

**(A) Salary:** Your annual total salary will be as mentioned in the offer letter and the compensation details are as provided on Annexure-A and would remain same for the first two years of your Employment. Your total salary, subject to such deductions as are required by law and/or agreed between you and TGS, is payable as per the structure shown in the annexure to this agreement.

**(B) Retirals:** You would retire in accordance with the TGS's Retirement Policy. On your retirement, you would be entitled to PF and Gratuity, as applicable.

**(C) Holidays and Leave:** You will be entitled to Holidays & leave and other service benefits as per the rules of TGS as amended from time to time. Please read through the details available on HRMS (Human Resource Management System).

### 2. Background Verification

**(A)** This offer and appointment is based on the details provided by you in the TGS application form or employee data form/during the interview/data provided prior to or at the time of joining.

**(B)** This offer is made based on Indian laws and subject to no adverse information being obtained during reference checking with previous employers, validation of educational qualifications or background checks, drug tests, credit checks, criminal record checks and approval of your employment/immigration pass application (wherever applicable). For audit purposes, you are also expected to provide an original copy of your last payslip to the Human Resources Department.

**(C)** This offer letter is issued on the understanding that all the information given by you in the application / employee data form / during the interview or data provided prior to and / or at the time of joining is true. If it is found at any time that the information given by you is not correct or true or you have knowingly suppressed any information, the TGS will have the right to terminate your appointment without any further notice and compensation.

### 3. Termination of Employment

- (A) This agreement of employment may be terminated for confirmed employees by **Three** months' notice on either side. However, if approved by TGS, an employee may surrender leave to his/her credit or pay Three month's base salary in lieu of Notice period. While the employee is on Probation the notice period will be One month.
- (B) However, in case of discharge due to misconduct, the notice period and remuneration in lieu of notice will not be applicable. Notwithstanding any other provision of this Agreement, your employment will automatically come to an end without notice when you attain the normal retiring age.
- (C) Your employment may be terminated by the TGS without notice under any of the following clauses:
1. If you become of unsound mind.
  2. If at any time you are prevented by illness or accident or other incapacity from properly performing your duties for a period of six consecutive months or for more than 120 calendar days in any 12 consecutive months.
  3. If you either commit any serious breach or (after warning) repeat or continue any material breach of your obligations under this Agreement or persistently fail or neglect to carry out your duties under this Agreement or fail to maintain a satisfactory standard of conduct or performance within a reasonable time after receiving written warning from the TGS relating to your conduct and/or performance.
  4. If you are guilty of fraud, dishonesty or conduct (whether or not in the course of your employment) tending to bring yourself, the TGS into disrepute or otherwise to affect prejudicially the interests of the TGS.
  5. If you are declared bankrupt, compound with your creditors or enter into a voluntary agreement with your creditors or otherwise become unable to meet your debts and liabilities as and when they fall due.
  6. If you are convicted of any criminal offence.
  7. If you commit an offence relating to insider dealing or are in breach of the rules of any authority or regulatory organization, which apply to you.
- (D) The termination of your employment will not invalidate or affect any claim, which the TGS may have against you, nor will it invalidate or affect any terms or conditions of your employment, which are expressed to have continuing effect after the termination of your employment, even if the TGS has breached any other terms of your employment.
- (E) On communication of the termination / resignation of your employment with the TGS, you will immediately give up to the TGS before you are relieved all documents of the TGS including, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects, computer disks, materials, equipment and other property of the

TGS or any of its customers or clients in your possession and shall not make or retain any copies or extracts of parts thereof.

- (F) On termination of your employment you shall resign without compensation for loss of office from such offices held by you in the TGS and from any other offices you may hold as nominee or representative of the TGS.

#### **4. Restrictions following termination:**

(A) Intellectual Property

All the proprietary rights title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with TGS, shall vest with the TGS absolutely.

(B) Proprietary Information and Confidentiality

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence. During your employment with TGS, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of TGS any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to TGS or any of our existing or prospective clients. Upon joining, you will be required to sign the standard TGS Non-Disclosure, Non-Solicitation and Non-Compete Agreement regarding these and other matters relating to your employment.

- (C) You acknowledge that during the course of your employment under this Agreement you will be privy to Confidential Information and you will make, maintain and develop personal knowledge of, influence over and valuable personal contacts with clients, staff and third parties. Accordingly, you covenant with the TGS that save with the previous express written consent of the TGS you will not in the period of twelve months following the date on which your employment terminates under this Agreement ("the Termination Date"), directly or indirectly whether as principal, agent, majority shareholder or investor, director, consultant, employee or otherwise on your own behalf or on behalf of any other person, concern, undertaking, firm or body corporate.

- (D) Deal with, seek employment or engagement with, be employed or engaged by or engage in business with or be in any way interested in or connected with, whether as principal, agent, majority shareholder or investor, director, consultant, employee or otherwise, any Competitor Solicit business from any client for the purpose of providing to that client services which are the same as or similar to those you have been involved in providing to that client at any time in the twelve months preceding the Termination Date.

- (E) Deal with, seek employment or engagement with, be employed or engaged by or engage in business with any client or work on any account or business of any client of the TGS for the purpose of providing to that client services which are the same as or similar to any services which you have been involved in providing to that client at any time in the twelve months preceding the Termination Date.
- (F) Solicit or endeavor to entice away from the TGS any appointee, officer, consultant or senior or managerial employee of the TGS (whether or not such person would commit any breach of his contract of employment or engagement by reason of leaving the service of TGS) or knowingly employ, assist in or procure the employment by any other person, concern, undertaking, firm or body corporate of any such person.
- (G) In the event the TGS is of the reasonable opinion that you are terminating your employment with the TGS to pursue an occupation in violation of this Clause, then the TGS reserves the rights to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the TGS.
- (H) You will not communicate to any person, concern, undertaking, firm or body corporate anything, which is intended to, or which will or may damage the reputation or good standing of the TGS.
- (I) You will not at any time following the Termination Date, save with the previous express written consent of the TGS, represent yourself as being in any way connected with our interested in the business of the TGS.
- (J) If the TGS transfers all or any part of its business to a third party ("the transferee") the restrictions shall apply to you with effect from you becoming an employee of the transferee as if references to the TGS include the transferee and references to any Group companies were construed accordingly and as if references to clients were to clients of the TGS and/or the transferee and their respective Group Companies.
- (K) You hereby agree that at the request and cost of the TGS, you will enter into a direct agreement or undertaking with any Group companies whereby you will accept restrictions and provisions corresponding to the restrictions and provisions (or such of them as may be appropriate in the circumstances) in relation to such services and such area and for such period as such TGS or companies may reasonably require for the protection of its or their legitimate interests. The restrictions set out are without prejudice to your other express, implied duties whether fiduciary, or otherwise owed to the TGS. The TGS reserves its rights to add, in future, any further clauses to protect its business interests after giving you a reasonable notice.
- (L) In case of you traveling out of India on a business trip, you should serve the organization for a period of minimum six months before exit, from the date of reporting back to work in India, if you



fail to serve the mandatory six months period you will be liable to bear all the travel and travel related expenses incurred.

## **5. Personal Information**

You acknowledge and understand that TGS will process your personal information including your sensitive personal data or information ("Personal Information") for purposes set out in the Data Privacy Policy. By accepting the terms of employment, you hereby consent to the collection and disclosure of your Personal Information by TGS to and from third parties and for the transfer of your Personal Information by TGS, suppliers and customers within and outside India, where it is necessary for purposes related to your employment or where it is legally required. The reference to "sensitive personal data" above is to the categories of personal data identified by data privacy laws as requiring special protection.

In particular, you agree not to use any Personal Information other than in connection with and to the extent necessary for meeting the business requirements of TGS.

## **6. Disclosure Agreement**

You confirm that you have disclosed fully to TGS all your business interests whether or not they are similar to or in conflict with the business (es) or activities of TGS, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests or circumstances which may arise during your employment.

## **7. Employment Restrictions**

Your employment with TGS is conditional upon you're not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from TGS Country Head. TGS will have the sole discretion to approve or disapprove such a request based on TGS internal guidelines for deciding such requests.

## **8. Document Submission**

You are solely responsible for the settlement of any and all dues, financial obligations and notice periods (collectively, "Dues") owed to your previous employer(s). In addition to the documents requested, you must submit the "relieving letters" from your previous employer(s) at the time of joining, or within two months of joining TGS. In case you fail to submit your "relieving letter(s)" to TGS, you must provide TGS with a written explanation, which may be accepted or rejected by TGS, in its sole discretion.

You further agree that, at all times during your employment with TGS and any time thereafter, you will indemnify and keep TGS indemnified against any judgment, loss, liability, damage, claim,

or cost that may be incurred by TGS, whether directly or indirectly, arising out of or in connection with your non submission of the relieving letter(s) from your previous employer(s) or for nonpayment of your Dues to your former employer(s). In the event any such claim is made against TGS, or if the explanation provided by you for non-submission of the “relieving letter(s)” is found to be unsatisfactory, TGS reserves the right to take appropriate action against you including, but not limited to, termination of your employment.

#### **9. Change in Address**

You shall keep TGS informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by TGS on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

#### **10. Drug and Alcohol Abuse policy**

TGS maintains a productive workforce and safe work environment that is free of illegal or unauthorized use of controlled substances or alcohol in the workplace. For more information please read through the details available on HRMS (Human Resource Management System).

#### **11. Definitions:**

In this Agreement the following words and expressions shall have the following meanings:

- (A) “TGS” shall mean the TGS or Directors of the TGS and, where the context so admits, the person to whom you directly report.
- (B) “Competitor” shall mean any person, firm or body corporate which competes with any business of the TGS of a kind carried on by the TGS at the Termination Date in which you have been involved on behalf of the TGS at any time in the Twelve months immediately preceding the Termination Date.
- (C) “Confidential Information” shall mean all information not in the public domain concerning the business and/or finances of the TGS or any other customers, clients or suppliers of the TGS, which you shall have received or obtained at any time by reason of or in connection with your service with the TGS including, without limitation: trade secrets: customer/client lists, contact details of clients, customers and suppliers and individuals within those organizations; technical information, know-how, research and development; financial projections, target details and accounts; fee levels, pricing policies, commissions and commission charges; budgets, forecasts, reports, Interpretations, records and corporate and business plans; planned products and services;

marketing and advertising plans, requirements and materials, marketing surveys and research reports and market share and pricing statistics; and computer software and passwords;

## **12. Changes:**

Please note that you are governed by all Rules and Regulations of the TGS, which are in force at any given time and the TGS reserves the right to modify any of the terms and conditions of service from time to time, which shall be binding on you. Minor changes in detail (for example in procedures) may be made from time to time and will be affected by a general notice to employees. Where necessary and possible, you will be given one months' notice (either by general notice or individually) before any significant change is made.

## **13. General:**

This Agreement is in replacement for all previous contracts of service or other arrangements relating to your employment by the TGS.

## **14. Laws of Agreement:**

This Agreement shall be governed by and construed in accordance with Laws of India subject to the jurisdiction of **Hyderabad**.

We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association.

We wish you all the best in your career.

Yours sincerely,  
For TEKsystems Global Services Pvt. Ltd.



Srivatsa Hullahalli Nagarajaiah  
Director of Recruiting

## **Declaration**

I confirm that I have read and understood the above offer and terms and conditions of employment and am accepting the same. Also, I acknowledge that I have retained a copy of the Terms and Conditions. I will be reporting for duty on or before the ..... day of ..... 2020