

Date: July 11, 2017

Mr. Prashant Desai

1304, Daffodil Apartment,
Soham Garden, Manpada,
Thane-400607

Appointment Letter

Dear Prashant,

This is further to your Offer Letter dated July 05, 2017. We are pleased to appoint you as **Program Manager** in our **Software Services** program under the **Shared Services** vertical on the terms and conditions as specified in this letter:

1. Compensation

Effective the date of your reporting for duties, you will be eligible for salary, allowances and other benefits as specified in the enclosed annexure. The remuneration as indicated in the annexure is comprehensive and all-inclusive and hence it shall be deemed to include all the liabilities of the Company. Your remuneration package is strictly confidential between you and the Company and should not be discussed with any one nor divulged to anyone in any manner whatsoever.

2. Performance Bonus

In addition to the compensation discussed above, you will also be entitled to an annual performance bonus. This bonus is calculated at a fixed percentage of the annual fixed compensation. The bonus is contingent on performance metrics which will be communicated to you and is subject to your being employed with the company on the date of the bonus payment.

3. Working Hours

The working hours applicable to you will be the same as are observed depending upon your process and departments. The initial shift and location awarded to you may change at any time during the period of employment as decided by eClerx management.

4. Place of Posting / Relocation / Transfer

- 4.1. Your initial place of posting will be **Mumbai**. However, you may be required to work at any of our facilities (present and future). Though you have been engaged for a specific position and location, the Company reserves the right to transfer you to any other location, department, establishment, factory or branch of the Company / group / affiliates (whether in India or abroad) or otherwise as the Company may deem fit.
- 4.2. In such case, you shall also be bound by any policy of such other office or affiliate, in existence at the date hereof or that may be subsequently framed by the company or the affiliate. You shall comply with all directions and instructions in that behalf. In either case you will be governed by the terms and conditions of service applicable to you under the Employment Documents.



- 4.3. In the event of your voluntary separation from the company from your date of relocation / transfer to any of the Company's offices whether in India or abroad (if any), within a stipulated time period as mandated by the relevant transfer policy; you shall be liable to pay to the Company, all the expense incurred towards movement of household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer.

5. Discharge from Services

- 5.1. Your employment with us is terminable with 60 (Sixty) days' Notice Period or severance pay in lieu thereof. Severance pay for the duration of notice period will be equivalent to gross salary earned for an equivalent period of time. This is applicable to terminations initiated by you or by the Company.
- 5.2. The Company reserves the right to require you not to attend at the Company's premises during the notice period and / or not to perform some or all of your duties during that period. You will however be entitled to severance pay as detailed in 5.1 in such cases.
- 5.3. The Company also reserves the right to terminate your employment for Reasons mentioned below with immediate effect without any severance pay, provided that notice of Cause has been served by the Company and you do not rectify, where capable of rectification, the breach / problem within 30 (thirty) days from receipt of the notice, whereupon you shall cease to be in the employment of the Company and you shall have no claim whatsoever against the Company for damages or otherwise by reason of such determination
- 5.4. For the purposes of this Clause, 'Reason' shall mean as under:
- a. Negligence or misconduct by you in complying with your duties, responsibilities, obligations and / or covenants or undertakings, which are either incapable of remedy or otherwise not remedied by you within 30 (thirty) days of a written notice being serviced on you by the Company stating the breach;
 - b. You becoming unable, for any reason whatsoever including the imposition of any court order, to efficiently perform your duties hereunder for 60 (sixty) working days in aggregate in any period of 12 (twelve) consecutive months; or
 - c. You becoming of unsound mind; or
 - d. You are convicted of a criminal offence; or
 - e. You becoming bankrupt or compound with all your creditors or enter into any deed of arrangement with all your creditors; or
 - f. You commit any breach of any of your duties or obligations under the Employment Documents; or
 - g. You refuse or neglect to comply with any lawful and reasonable orders or directions given to you by the Company; or

- h. You are guilty of any misconduct whether or not in the performance of your duties or commit any act which in the opinion of the Company is likely to bring the Company or any of its officers or other employees into disrepute whether or not such act is directly related to the affairs of the Company; or
- i. You becoming prohibited by law or any order from any regulatory body or government authority from being an employee of the Company; or
- j. You are unable to achieve and maintain a satisfactory level of performance and produce the desired results after undergoing the procedures laid down in Performance Improvement Policy of the Company. You will automatically retire from the service of the Company on attaining the age of 60 (sixty) years, if not terminated earlier, unless otherwise agreed between the parties.

The list above is suggestive and by no means exclusive. The company further reserves the right to add/amend this list without prior notice, within reasonable limits.

5.5. You will automatically retire from the service of the Company on attaining the age of 60 (sixty) years, if not terminated earlier, unless otherwise agreed between the parties.

5.6. In the event you are absent beyond a period of 5 (five) days (except in case you have obtained authorized leave), the Company shall issue a warning letter to you. You shall be required to provide a satisfactory reply in writing for such absence to the Company within 3 (three) working days from the date of issue of such letter. On failure to comply with the same, you shall be considered as having voluntarily terminated your employment without giving any notice.

5.7. Behavior and performance violating the core values of the Company's code of ethics may lead to termination during the probation period

5.8. On termination of your employment all works carried out by you – both hard and soft data – during your employment shall be returned forthwith to the Company, without exception, with no copy, of part or whole, retained by you in any form

5.9. Notwithstanding anything contained herein, any Director of the Company or a deputy nominated by him shall be entitled to forthwith terminate your employment at his / her sole discretion without notice or payment of any kind to you whatsoever in case of the following:

- a. Absence from service without notice in writing or without sufficient reasons for seven days or more
- b. Going on or abetting a strike in contravention of any law for the time being in force
- c. Causing damage to the property of the Company

6. Conflict of Interest

6.1. The post offered to you calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in advisory capacity or be interested directly or indirectly in any trade or business, during your employment with the Company, without written permission from the Company. This restriction applies whether or not the other activity is of a similar nature to or competes in any material respect with any of the businesses of the Company.



- 6.2. You will not seek membership of any local or public or political bodies or undertake any other business, assume any public office, honorary or remunerative, without the specific written permission of the Company. In the event of your becoming member of any local or public or political bodies or undertaking any business, assuming any public office without following due process as prescribed by the Company, you shall be deemed to have contravened the terms and conditions of employment and the Company reserves the right to take appropriate action as it deems fit including forthwith terminating your employment with the Company as provided in the Employment Documents.

7. Non-Disclosure

- 7.1. You are expected to maintain utmost secrecy in regard to the Company affairs and shall keep confidential any information, instruments, documents etc. relating to the Company that you may have pursued as a trainee / employee of the Company. Communication with your colleagues and outsiders as regards any information of the Company is not permissible.
- 7.2. You hereby agree to sign and enter into a Non-Disclosure / Confidentiality Agreement on your date of joining or at any time thereafter in the format prescribed by the Company. You further agree that you shall keep the Company's Confidential Information (as defined in the Non-Disclosure / Confidentiality Agreement), whether or not prepared or developed by you, in the strictest confidence.

8. Non-Solicitation of Employees and Clients and Non-Compete

- 8.1. During the term of your employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, you shall not:
- a. Undertake and ensure that directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment with the Company, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
 - 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;
 - c. Join the services or be associated with any former employee of the Company who is undertaking any activity competing with the business of the Company;
 - d. All business opportunities known to you or made known to you at any time, with respect to and / or connected with the business of the Company are not referred to any third party but are referred only to the Company and are undertaken in any other company only with the prior written consent of the Board of Directors of the Company (hereinafter referred to as 'the Board');
 - e. Neither directly nor indirectly own, conduct, engage in, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in or in any manner be associated or connected with, whether for or without remuneration, in any business, individual, partnership, firm, corporation, limited liability company or other entity whatsoever similar to or competing directly or indirectly with the business of the Company, its subsidiaries or affiliates nor undertake or be engaged, directly or indirectly in any activities or do any act or thing which would, or is likely to, be detrimental to the interests, business or reputation of the Company, its subsidiaries or affiliates.

9. Return of Materials

When your employment with the Company ends, for whatever reason, you will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any confidential information. You will also return to the Company all equipment, files, software programs and other personal property belonging to the Company.

10. Confidentiality Obligation Survives Employment

Your obligation to maintain the confidentiality and security of confidential information remains even after your employment with the Company ends and continues for so long as such confidential information remains a trade secret.

11. Consequences of Entrustment with Sensitive Information

- 11.1. You shall recognize that your position with the Company requires considerable responsibility and trust. Relying on your ethical responsibility and undivided loyalty, the Company shall be entrusting you with highly sensitive, confidential, restricted and proprietary information.
- 11.2. You shall recognize that it could prove very difficult to isolate such confidential information from the activities that you might consider pursuing after termination of your employment.
- 11.3. You shall be legally and ethically responsible for protecting and preserving Company's proprietary rights for use only for the Company's benefit, and these responsibilities may impose unavoidable limitations on your ability to pursue some kinds of business opportunities that might interest you during or after your employment.

12. Assignment of Rights

- 12.1. All work undertaken by you during your employment (hereinafter referred to as "Work Deliverables") shall be considered 'work made for hire' by you and owned by the Company.
- 12.2. If any of the Work Deliverable may not, by operation of law, be considered work made for hire by you for the Company (or if ownership of all right, title and interest of Intellectual Property Rights (as defined herein under) therein shall not otherwise vest exclusively in the Company), you agree to assign and upon creation thereof, automatically assigns, without further consideration, the ownership of all Intellectual Property Rights to the Company, its successors and assigns.
- 12.3. The Company, its successors and assigns shall have the right to obtain and hold in its or their own name, the copyrights, registrations and any other protections available in the foregoing.
- 12.4. You agree to perform upon reasonable request of the Company, during or after your employment, such further acts as may be necessary or desirable to transfer, perfect and defend Company's ownership of the Work Deliverable.
- 12.5. You shall when requested by the Company, its successors and assigns:
 - a. Execute, acknowledge and deliver any requested affidavits and documents of assignment and conveyance
 - b. Obtain and aid in the enforcement of copyrights with respect to the Work Deliverables in any country
 - c. Provide testimony in connection with any proceeding affecting the right, title, and/or interest of the Company in any Work Deliverable

- d. Perform any other acts deemed necessary or desirable to carry out the purposes of the Employment Documents.

13. Background Verification on Past Records

In the initial recruitment process you were advised that this position is considered 'critical' and, therefore, your appointment is contingent upon successful completion of a background check.

Joining documents submitted by you are sent for necessary verification and authentication to the background verification agency within five working days of your joining. We reserve the right to end our employment agreement with you should the results of your background investigation not be successful. HR team will contact you as soon as the background check process has been completed.

You may be required to undergo tests for substance abuse as and when deemed necessary by the organization. Should the reports of such testing be positive, the organization withholds the right to initiate suitable action including termination of services against you.

You will be governed by the Company's rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including on matters such as designation, emoluments and the structure thereof, working hours, etc. Company's decisions on all such matters shall be final and binding on you.

If the terms and conditions offered herein are acceptable to you, please return the acceptance copy to the undersigned, duly affixing your full signature on the last page and initials on remaining pages.

We welcome you to the eClerx family and wish you a successful career with us.

Yours faithfully,

For eClerx Services Limited.



Amir Bharwani
Principal– Human Resources



Annexure I

Name : Prashant Desai
Designation : Program Manager
Program : Software Services
Date of Joining : July 11, 2017

Salary Component	Amount in INR
Basic Pay	158,500
Conveyance Allowance	1,600
Medical Allowance	1,250
House Rent Allowance	79,250
Leave Travel Allowance	8,333
Other Allowance	33,134
<i>Car Allowance:</i>	
Car Lease Rental	23,193
Fuel & Running Expenses	9,940
Monthly Fixed Compensation	315,200
Retiral Fund*	1,800
Monthly Total Compensation	317,000
Annual Total Compensation	3,804,000
Performance Bonus (Max Payable)	760,800
Cost To Company	4,564,800
Gratuity	91,486
Total Cost To Company	4,656,286

* Since you are enrolled under the Employees' Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as Employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation

Other Benefits:

1. Tax benefit on LTA can be availed by submitting the flight or train tickets, depending on the mode of travel during your leave period which should exceed 3 days in a stretch. To avail 100% tax benefit on LTA, one can claim LTA twice in window period of 4 year.
2. All increments and bonus payouts will be prorated basis the date of joining or standard salary changes as per company policy which are contingent on your performance and subject to you being on active payroll of the company, on the date of actual payout. Any Employee serving notice period will not be eligible to receive the increments & bonus pay-outs. You should have been employed with the Company for a minimum duration to be eligible for Annual performance Bonus and Increments as specified in the Company policy.
3. You will be entitled to earned leaves equivalent to 24 working days per year. At the end of the financial year, you can carry forward 50% of your entitlement to the next financial year while encashing the rest subject to a maximum of 50% of your entitlement.
4. You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act, 1972 and the amendments made thereafter.
5. Additional Tax benefits can be availed by subscribing to National Pension Scheme, Company Car Lease

Scheme and Meal Coupons.

6. A comprehensive Hospitalization Benefit for all eClerx employees in India, excluding pre-existing disease cover. The limit of coverage is INR 200,000.
7. Car Allowance is designed keeping in mind the Company Car Lease Scheme. In case you enroll for the scheme, the allowance will be earmarked as reimbursements against Car lease and Fuel/maintenance expenses. In such a case, these reimbursements will be treated as non-taxable (subject to Perquisite tax rules). If you do not enroll for the scheme, the allowance will be paid as part of Monthly Fixed Compensation and will be taxed as per IT rules.
8. Language Allowance, if any, will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency.
9. In the event of your voluntary separation from the company within a period of 12 months from your date of relocation / transfer to any of the Company's offices in India (if any), you shall be liable to pay to the Company, all the expense incurred towards movement of household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer.



Amir Bharwani
Principal – Human Resources

Accepted by:

PRASHANT DESAI 

(Name and Signature)

Date: 11 JULY 2017