

15 Jul 2019

Mr. Jeurkar Vikas Vijaykumar
Mumbai

Sub: Offer-cum-Appointment letter

Dear Jeurkar Vikas Vijaykumar,

We are pleased to offer you an employment in our organisation as **Customer Support Engineer** subject to the following terms and conditions of employment:

- 1.0** Your appointment will be with effect on or before **16 Jul 2019**. You must report for work on or before the date indicated above or else any change in the date of joining must be mutually agreed to, in writing. In case you fail to join duties on the agreed date, this offer will become null and void and will stand withdrawn automatically without any prior notice.
- 2.0** You will be on probation for a period of six months. On completion of the probation period, your performance will be reviewed and based on the review the status of your employment will be decided by the Company. Until confirmed in writing by the Company, you will continue to be on probation.
- 3.0** You will be paid a total monthly gross salary as mentioned in the enclosed salary structure & gross annual CTC of **Rs.216000** as per Annexure.
- 4.0 Working Hours & Holidays:** You will follow the working hours and holiday calendar of the organization as per policy, amended from time to time. However, employees deployed at client sites are required to abide by the working hours and holiday calendar of the client's Work Location/Business Unit, as may be informed from time to time.
- 5.0 Background verification & Reference:** This offer is subject to positive reference check and background verifications, to be conducted.
- 6.0 Posting & Transfer:** Your place of work would be **Pune**, India. Your services are transferable to any department, branch office or establishment of the Company or its associates, subsidiaries, clients etc anywhere in India or abroad, in existence or in future.
- 7.0 Effect of Re-organization:** You agree that if there is any reorganization of the Company, your employment shall stand modified to such other entity as the board of directors of the Company may determine.
- 8.0 Training:** The Company has the right to send you for further training anywhere in India.

9.0 Other Employment: You will be a full time employee of the Company and will not engage yourself elsewhere directly or indirectly for any work either honorary or for remuneration without prior written permission from the Company.

10.0 Attendance: If you remain absent for eight consecutive days without prior permission in writing or if you proceed on leave without sanction or over-stay the sanctioned leave for eight consecutive days without first getting it sanctioned, from your superiors, your services shall automatically come to an end and it will be presumed that you have abandoned the employment of your own accord. Under such circumstances, the Company will terminate your services without any notice or intimation.

11.0 Other Duties of the Employee:

11.1 You will abide by the Company's rules, regulations policies and procedures which are in force from time to time and applicable to you. Non-compliance of any of the terms of appointment and Company rules will invite disciplinary action;

11.2 You shall make full and true disclosure in writing to the Company of any direct or indirect interest or benefit that you derive/likely to derive in connection with any contractual arrangements of the Company. You shall also first obtain the consent of the Company before accepting such direct or indirect interest or benefit;

11.3 If you become aware of any fact which may relate to or affect the Company or any trade or business in which the Company is for the time being interested, you shall forthwith communicate the same in writing to the Company giving full particulars of the matters of which you are aware;

11.4 You shall not knowingly at any time make any untrue statement in relation to the Company and in addition shall not after the termination of the employment, represent yourself as being employed by or connected with the Company.

12.0 Indemnity: Without prejudice to any other right available to the Company in law or under equity, you shall be liable to compensate and indemnify, defend and hold harmless the Company, its affiliates, their directors, officers and employees, from and against losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) based upon, arising out of, or in relation to or otherwise in respect of breach of your obligations under this letter agreement.

13.0 Incapacity: If you are at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond your control (such incapacity or prevention being hereinafter referred to as "**Incapacity**") from discharging in full your duties for an aggregate period of more than one hundred and twenty working days in any period of twelve consecutive months, the Company may by notice in writing to you, given at any time whilst the Incapacity continues, cease payment in whole or in part of the salary payable hereunder on and from such date as may be specified in the notice until the Incapacity ceases.

14.0 Termination:

- 14.1** Your employment will continue until termination in accordance with the terms of this agreement, your retirement or death whichever is earlier.
 - 14.2** If you wish to resign from the services of the Company, you will need to provide **Two months'** notice. The Management reserves the right to accept payment which is equal to your Two month's basic salary in lieu of notice and can insist to serve the full notice period.
 - 14.3** The Company has the right to terminate your services by giving Two months' notice or Basic salary in lieu of the same without assigning any reasons thereof.
 - 14.4** Notwithstanding anything contained herein, in case you are found guilty of misconduct, including but not limited to dishonesty, disobedience, disorderly behavior, negligence, indiscipline, or any other conduct considered by the Company to be detrimental to Company's interests, or clients' interest or violation of one or more terms of this letter agreement, your services may be terminated with immediate effect, by a notice in writing (without salary in lieu of notice).
 - 14.5** Upon termination of your employment for whatever reason, the Company shall not be obliged to make any further payment to you beyond the amount of any sums actually accrued on the date of termination and unpaid and the Company shall be entitled to offset and deduct from any such sums all and any amounts from time to time owing by you to the Company.
 - 14.6** The Company reserves the right to suspend you on full pay for any period if, by reason of a requirement to investigate your conduct or for any reason whatsoever, the Company considers it in the best interests of the Company so to do.
 - 14.7** If your employment is terminated by reason of the liquidation of the Company for the purposes of amalgamation or reconstruction and you are offered employment with any concern or undertaking resulting from such amalgamation or reconstruction, you shall have no claim against the Company in respect of the termination of your by the Company hereunder.
- 15.0 Performance Review:** All salary increments, promotions will be at the sole discretion of the Company, however subject, to your overall performance. These will be conducted in line with the annual cycle for the company.
- 16.0 Property:** You will be responsible for safekeeping and return in good condition and order all or property, which may be in your use, custody and charge.
- 17.0 Intellectual Property Rights:** You agree and acknowledge that all rights in the intellectual property of any nature whatsoever, including intellectual property which you solely or jointly conceive or develop or reduce to practice or cause to be conceive or developed or reduced to practice, during your employment ("IPR"), shall only belong to the Company and you shall have no such IPR. You shall, from time to time as may be requested by the Company, do all acts, deeds and things, including execution of necessary documents without charge or compensation, for fully and effectively vesting the IPR in the Company.
- 18.0** You acknowledge that the employment and the remuneration paid the Company to you is a good, valuable, and adequate consideration, to be bound by the terms and conditions of this letter agreement including the assignment of the IPR.

19.0 Conflict of Interest and Non-Disclosure

- 19.1** While employed by the Company, you shall devote your full working time to the Company's affairs and shall faithfully and diligently serve Company's interests. You shall not accept any other employment, part-time or otherwise, or engage in any commercial business or pursuit on your own account or as an agent for others unless specifically approved in writing by the Company.
- 19.2** You recognize and acknowledge that in order to enable the Company to perform services for its clients, such clients and/or third parties may furnish to the Company, Confidential Information; that the goodwill afforded to the Company depends upon, among other things, the Company and its employees keeping such services and information confidential.
- 19.3** You would also recognize and acknowledge that the Confidential Information is and shall remain the property of the Company. Nothing contained in this letter agreement shall be construed as granting any rights either as a licensee or otherwise in the Confidential Information.
- 19.4** You agree and undertake that, except as directed by the Company, you will not at any time, whether during or after your employment with the Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Company or otherwise coming into your possession or control without the prior written permission of the Company.
- 19.5** In the event you are unsure of the nature of certain information, you undertake to treat such information as Confidential Information unless specifically informed to the contrary by the Company
- 19.6** You agree that this letter agreement including the compensation details mentioned herein or any part thereof is a confidential subject matter and should not be discussed by you with any other employee except the Human Resource department before or during your employment with the Company.
- 19.7** "Confidential Information" shall mean data and information which is confidential and proprietary in nature, of the Company and/or its affiliates and/or pertaining to any third parties with which the Company and/or affiliates have relationships, and disclosed to or obtained by the employee or to which the employee has access in the course of [his/her] Employment or that is generated by or utilized in the operations of the Company and/or its affiliates and whether produced or reproduced in graphic, written, electronic or machine readable form or any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or its affiliates and/or its competitors (present or potential).

20.0 Non-competition

- 20.1** You also agree that whilst you are an employee of the Company and for two years after termination of employment for any reason, or from the entry by a court of competent jurisdiction of a final judgment enforcing these restrictions, whichever is later, you will not directly or indirectly compete with the business of the Company from time to time.
- 20.2** The non-compete period referred to herein shall be extended by the length of time during which you shall have been in breach of the provisions of this Clause.

21.0 Non-Solicitation of Employees and Clients

21.1 The Company values its employees and requires fair protection from the loss of those employees. Both during your employment with the Company and for a period of two years following the date of termination of your employment, for any reason, you shall not, directly or indirectly, solicit any other Company employee to leave the Company's employment; solicit or undertake employment with any client of the Company or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Company; as an employee, contractor or sub-contractor of any company, competitive products or services to Company clients or prospective clients with which you had any contact during your employment with the Company.

21.2 "Any contact" means and includes but not limited to any one or more of the following levels of contact: (a) involvement in a bid or contract proposal; or (b) oral or written communications with client or prospective client; or (c) one on-site visit to the client or prospective client; or (d) participation in interviews with the client or prospective client; or (e) identification as a key resource for the client or prospective client proposal.

21.3 You agree that the restrictions contained in this Clause on 'Non-Compete and Non-Solicitation' are reasonable in order to protect the respective legitimate business interests of the Company and all defenses as to the reasonableness of such restrictions are hereby waived by you and the Company.

22.0 Computer and Internet Usage: You shall comply with the Company's systems security policy and other security policies, which may be updated from time to time to take into account current legislation and business requirements. Additional information on these policies will be provided to you.

23.0 Retirement: Your retirement from the services of the Company will be affected on your attaining of superannuation (presently sixty years).

24.0 Modification. The Company reserves its right to amend or vary terms of this letter agreement from time to time.

25.0 Survival of Obligations. Any provision or covenant of this letter agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination. Without prejudice to the generality of the foregoing statement, the Clauses relating to termination of this letter agreement, conflict of interest and non-compete and intellectual property shall survive the termination of the expiration or termination of this letter agreement.

26.0 Assignment. You acknowledge and agree that the Company may assign any of its rights under this letter agreement to any person or entity. This letter agreement is not assignable by you.

27.0 Severability: The invalidity of any one or more of the aforesaid terms shall not affect the validity of the remaining terms of the letter and such remaining terms shall be fully enforceable.

28.0 Supersession: This letter agreement supersedes all previous understandings, or agreements, oral or written, between you and the Company.

29.0 Counterparts: This letter agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

30.0 Dispute Resolution: Any dispute between yourself and the Company must be resolved amicably. In case, the dispute is not settled mutually then the same must be referred to a sole arbitrator. In the event you and the Company are not being able to concur on the appointment of a sole arbitrator, then each of them shall be entitled to appoint an arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator. The award of the arbitrator shall be final and binding on you and the Company. The place of arbitration shall be in Mumbai and the language to be used in the arbitral proceedings shall be English. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any enactment, modification or re-enactment thereof and by the laws of India.

31.0 Governing Law and Jurisdiction: This letter agreement shall be interpreted and governed in all respects by the laws prevailing in India without regard for conflict of laws principles. The exclusive jurisdiction of the courts located in Mumbai, India alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this letter agreement.

32.0 Code of Conduct:

- a) Your adherence to the CMS IT Services Private Limited Policies and Procedures is vital to your success. When you sign this letter of appointment, you are agreeing to thoroughly familiarize yourself with the CMS IT Services Private Limited Policies and you are agreeing to abide by them.
- b) You also agree that after commencement of employment with us, to access the Human Resources Website and ensure compliance as mentioned in the new hire section. Additionally, from time to time, CMS IT Services Private Limited will communicate important information about its policies by way of electronic mail notification and/or the CMS IT Services Private Limited intranet.

By signing this agreement, you agree to thoroughly review these policy communications and to abide by them.

We are confident about your abilities and sincerely hope to establish a mutually rewarding relationship. Please sign this letter and the additional terms and conditions forming the part of the employment letter, at the designated area and return the copy to our office as acceptance of your employment offer. All of us at CMS IT Services Private Limited wish you good luck in your new assignment and extend a very warm welcome to our organization.

**With Best Wishes,
For CMS IT Services Private Limited**



**Varghise k
Vice President - HR and Admin**

ACCEPTANCE OF APPOINTMENT

I, Jeurkar Vikas Vijaykumar, accept all the above terms and conditions of Employment.

Signature of Employee
Date

ANNEXURE

COMPENSATION DETAILS		
Name	Jeurkar Vikas Vijaykumar	
Designation	Customer Support Engineer	
Grade	P02	
Location	Pune	
Date Of Joining	16 Jul 2019	
CTC Composition	Monthly Pay (Rs)	Annual Pay (Rs)
Basic	9910.00	118920.00
HRA	496.00	5952.00
Conveyance Allowance	1600.00	19200.00
Personal Allowance	2761.00	33132.00
Statutory Bonus Advance	826.00	9912.00
Sub Total One	15593.00	187116.00
PF Employer Contribution	1190.00	14280.00
ESI Employer Contribution	740.00	8880.00
Gratuity	477.00	5724.00
Sub Total Two	2407.00	28884.00
Total	18000.00	216000.00

Note: Each component of the compensation package is subject to income tax rules as applicable from time to time.

CMS Family Suraksha Plan: As per the company policies you will be enrolled in CMS Family Suraksha Plan, a Term life insurance plan with sum assured of 10 lacs or 1.5 times CTC whichever is higher. This is a participative policy with company contribution and employee contribution of Rs680/- per annum which will be recovered in eight equal instalments. Please refer the HR policy for more information.

Group Medical insurance: As per company policy all employees not covered under ESIC benefits will be eligible for group medical insurance scheme of the company, Premium for the employee will be paid by the company while dependents coverage will be optional to the employee and premium cost will be borne by the employee.

Group Personnel Accident Insurance: As per company policy all employees will be covered under Group Personnel Accident Insurance cover of the company, premium for the employee will be paid by the company.

With Best Wishes,
For CMS IT Services Private Limited



Varghise k
Vice President - HR and Admin