

19-Jan-2019

**Ms.Keerthana V ,
Chennai**

Letter of Appointment

Dear **Keerthana V ,**

We hereby place on record the following terms and conditions of employment on which you are appointed as **Business Support Executive with Hogarth Worldwide in Chennai, a unit of WPP Marketing Communications India Private Limited** effective **17-Dec-2018**.

1. SALARY & ALLOWANCES:

Your Total Cost to Company (CTC) will be Rs. 3,00,000 (Rupees Three Lac) per annum and the break up details of your compensation is provided in the Annexure. All the elements of compensation including benefits and perquisites are governed by applicable policies/procedures and rules and regulations and these are available with the Human Resources Department.

You will participate in the Provident Fund Scheme as applicable to your category of the employees if eligible. Further, you may be covered by Company sponsored and /or administered employee benefit program e.g Medclaim insurance, Insurance, Gratuity etc., if applicable.

The compensation shall be reviewed periodically as per the Company policy. Your increments are discretionary and will be subject to and on the basis of effective performance and results at the sole discretion of the company.

The remuneration shall be subject to deduction of taxes in accordance with Indian tax laws and it shall be your responsibility to meet and fulfill all tax liabilities and requirements under Indian tax laws including compliance and filing of tax returns etc.,

2. PLACE OF POSTING:

Your initial place of posting shall be **Chennai. (You should add something relevant to posting in other offices).**

3. WORKING HOURS:

You will be required to attend the office as per working hours policy of the company. Work hours will be 9 hours in a day. You will be expected to work extra hours as may reasonably be required to complete your business duties.

4. COMPANY RULES & REGULATIONS AND CODE OF CONDUCT:

You will observe and be bound by the Company's rules and regulations as varied by the Company from time to time, as they affect your appointment with the Company.

Specifically, any disclosure of any remuneration terms shall be treated as violation of company's policies and shall result in immediate termination.

You agree that you will discharge the duties assigned to you from time to time with due diligence, Integrity and responsibility to the entire satisfaction of the management and also maintain high standard of work ethics expected of you by the company.

You agree that you will (a) devote all of your business time and attention, your best efforts, and all of your skill and ability to promote the interests of the Company; (b) carry out your duties in a diligent, competent, faithful and professional manner; (c) work with other employees of the Company in a competent and professional manner; (d) generally promote the interests of the Company; and (e) comply with all of WPP plc's and the Company's policies as in effect from time to time, including the WPP Code of Business Conduct.

It is implied that you do not intend to join any competing organization who is a direct competitor in the digital, media, internet business up to a period of 3 months after the last working day in the Company. Appropriate action including legal recourse may be taken in case there is violation of this clause.

The terms and conditions of this letter are as per the existing policies of the Company. The Company reserves the right to incorporate such other terms and conditions as it deems fit, including non-solicitation agreements, agreements relating to protection of the Company's intellectual property and such other agreements as reasonably required by the Company for the protection of its interests and business and you agree to be bound by the stipulations therein and the same shall be treated as if they were a part of this Letter of Appointment.

5. PROBATION AND CONFIRMATION:

You will be on probation for a period of six (06) months from the start date of appointment. At the end of this period, you will be confirmed in service subject to your satisfactory conduct and performance. Your probationary period may be extended, at the sole option and discretion of the Company, in writing, if your conduct or performance falls short of expectation during the initial period of probation either by another six months or for a shorter period as determined by the Company. In the event your conduct and performance are found unsatisfactory or if it falls short of expectation either during initial probationary period or during extended period of probation, your services are liable to be terminated without assigning any reason. You shall be deemed to be confirmed unless your probation period is extended in writing. Also, your Confirmation is subject to clearance of your background check, in case of any discrepancy your appointment will be terminated.

6. TRANSFER:

In the Company's interest you may be transferred at any time from one job, section or department to another and from one establishment to any other establishment of the Company in India, on the salary you draw at the time of your transfer.

7. TERMINATION OF EMPLOYMENT:

During the probation period, either party can terminate the employment with **30 days' notice** without assigning any reason whatsoever. During the term of your Confirmed Employment, either party may terminate the employment by giving to the other **60 days' notice** in writing or pay in lieu without assigning any reason thereof. However, the Company shall not be liable to give such notice or pay in lieu thereof in case you are found guilty of violating any of the terms & conditions of this Letter of Appointment or other documents and undertaking executed by you.

I would like leadership & senior leadership to be on 3 months notice please. We need to work on a banding exercise please.

Besides, in case of an employee resigning the services of the Company, the company shall have the discretion to accept or not to accept the pay in lieu of notice period offered by the said employee and accordingly shall have the right to insist on the employee serving the notice period.

The Company reserves the right to waive off the notice period given by you and may accept your resignation with a shorter notice period.

The Company's right to terminate the contract of employment on short notice where you are in breach of contract;

Your employment will in any event cease without notice on your retirement date which shall be the date on which you are 58 years of age.

8. OTHER BUSINESS INTERESTS OR EMPLOYMENT:

You shall, during your service with the Company, work to the best of your ability and devote your full time to the Company's business as directed by the Company. So long as you are employed by the Company you shall not have interests or be employed at any time either directly or indirectly in any other business except with the prior consent in writing of your reporting Manager and Human Resources.

9. RETIREMENT:

You will retire from the services of the Company upon attainment of fifty-eight years of age. The actual date of retirement shall be the last working day of the calendar month in which your 58th birthday falls. However, you may be retired at any age before fifty-eight years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or the mental infirmity or are not able to perform the given work for any other reason whatsoever.

10. STATEMENT OF FACTS:

Notwithstanding any other terms and conditions stipulated herein, if any stage, during the tenure of your service, it is found that any particulars or details furnished by you are incorrect and/or this agreement of service has been obtained by misrepresentation of facts, the Company shall, in addition to taking such further and other action in civil and criminal law as it may be advised, have the right to terminate your services forthwith without giving any notice. The company reserves the rights to conduct verification checks to ascertain facts if needed.

11. APPLICABILITY OF OTHER AGREEMENTS:

The Company has a policy of sponsoring certain employees for technical training assignments with the Group Companies/Company's Technical collaborators or any other Institutions/Organizations in India or abroad. Should you be selected for such an assignment, you will diligently and beneficially take part in such assignments. Further, all expenses towards travel, accommodation and other related expenses (excluding any personal expenses) for such training(s) shall be borne by the Company. In the event you voluntarily terminate the contract of service or this appointment before completing the 1 year from the date of such training, you shall be liable for payment of all expenses incurred by the Company for such training(s).

12. INTELLECTUAL PROPERTY RIGHTS, NON-DISCLOSURE AND CONFLICT OF INTEREST UNDERTAKING:

In course of your employment with the Company, you will have access to certain confidential and proprietary information of the Company/parent company/subsidiaries and their activities. You will not, at any time, without the written consent of an authorized signatory of the Company, disclose, divulge or make public except on legal obligations, any information related with Company's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your employment or otherwise.

Further, if you conceive any new or advanced methods of improving process/formulae/systems in relation to the business/operation of the Company, and/or any of its subsidiaries such development will be fully communicated to the Company and will remain sole right/property of the Company. The copyright for any software and other relevant software designed by you, and the intellectual property rights of any other rights derived from the results of development and research through the research and development, including without limitation right to apply for patent, copyright for the software technical documents and technical information shall be that of Company.

You shall not disclose either during your employment or afterwards, by word of mouth or otherwise, any information detail/particulars pertaining to any technical, scientific, administrative, policy matter including financial details, pay packages/profile of employees and /or any other matter concerning the management or any of its subsidiaries etc. and/or any other matter/information/knowledge and/or skill that you may come to know acquire during your employment with the management/its subsidiaries/any other concern where you may be posted during your employment

Should any dispute arise out of or in relation to this Letter of Appointment and the matters dealt with therein, the same shall be referred to arbitration by a sole arbitrator to be appointed by the Managing Director. The arbitration shall be governed by the Arbitration and Conciliation Act 1996, and the venue of the Arbitration shall be Chennai. The terms and conditions of this letter shall be governed and construed in accordance with the laws of India and, subject to the provisions as to resort to arbitration, in the event of any dispute arising out of this letter, the Courts at Chennai only shall have jurisdiction.

13. OTHER

Under the Sexual Harassment Prevention Act. 2013, sexual harassment is considered as misconduct. The Consequences of such misconduct can be termination of employment.

Your Joining is Subject to clearance of, Positive reference reports and Background Verifications including of education and employment history.

The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies and abide by the same.

Please sign and return the duplicate copy of this letter signifying your acceptance of the appointment and the conditions of service specified in this letter.

We wish you a very rewarding and successful career with Hogarth worldwide.

For Hogarth Worldwide, Chennai
A unit of WPP Marketing Communications India Private Limited

Krithika Vidyasagar
Director HR

I hereby accept the appointment on the terms and conditions of employment set out in this letter and by my signature hereto, I bind myself to abide by these.

Name: Keerthana V

Signature:

Date: