

Date: 5/06/99.

No. :

Maltist ZANE.

Subject : Offer of probationary Employment

Position: <u>Service Enginer</u>

With reference to your application for the above position, we have pleasure in offering you employment from under the following terms and conditions :

1. (a) You will be on probation for six months from the date of commencement of your service, which period may be further extended at the discretion of the Company.

> At the end of the probation period, provided that your services have been found satisfactory, your appointment will be confirmed, in writing by the Company.

> During the probation period, your services are terminable by seven days on either side or salary in lieu thereof.

- Your Salary will be Rs. 2000 /-per month in the grade.
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- On confirmation, your employment will be subject to 2. (a) termination on one month's notice on either side or salary in lieu thereof.
 - If after confirmation you are found absent for eight days without prior express permission in writing of the management or if you proceed on leave without prior sanction or over-stay the sanctioned leave without first getting it sanctioned then your services shall be liable to termination purely at the discertion of the management without any reference to you.
 - That in case you remain absent from duty habitually without prior permission or sanction of leave for two or three days in a month then your services shall be liable to termination purely at discretion of the management.

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- (d) You will have to intimate your latest address and also notify the management if and when there is any change. That all communications sent to you by the management at your last given address shall be deemed to have been delivered to you at correct address.
- 3. (a) Your designation is merely indicative of the responsibilities which you are required to carry out. The Company shall be entitled to require you, at any time, to perform any other administrative, managerial, supervisory or other functions and you shall be bound to carry out such functions.
 - (b) Your salary is strictly confidential.
- 4. (a) You will devote full time to the work of the Company and shall not undertake any direct/indirect business or work honorary or remunerative, except with the written permission of the Company.
 - (b) So long as you are in the employment of the Company, you will, at all times, observe secrecy in respect of any technical, trade or business data or any other information that might come to your knowledge or possession, which according to the Company, are necessarily confidential and form valuable property of the Company and not made available to the trade and furthermore, you will not disclose them without authority of the Company to anyone other than the Company's Officers authorised to receive them and that even after you have ceased to be in the services of the Company, you shall not disclose them to anyone.
 - (c) You will assign the Company right, title and interest in any invention or improvement that you might make solely or jointly in the course of your relating to the products/services marketed, based, developed and you will perform any acts, execute such documents without expenses to you which, in the judgement of the Company, may be needful or desirable to secure to the Company patent protection and any/all rights relating to invention of improvements.

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- (d) You shall maintain proper discipline and dignity of your office and shall deal with all matters with soberity.
- (e) You shall regularly sign the attendance sheet or register maintained by the Company for the employees of your cadre.
- (f) You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
- 5. It is agreed that it shall be open to the Company from time to time to vary any remuneration, benefit, facility or perquisite that may be extended to you on a review of the Company's decision in this behalf.
- 6. Your appointment is transferable and the Company at its discretion may transfer you to any other department of to any place in India and as such you may, at any time, be transferred to any of the offices of the Company, its associates, organisations with whom the Company has transactions, whether the office, subsidiary, associate or organisation is in existence today or is to be set-up hereafter. While every attempt will be made to give you reasonable advance notice of such transfer, however, in case of emergency such transfers may be made effective immediately.
- 7. (a) You will observe working timings and holidays as applicable to your location and place to work.
 - (b) On your transfer to any other place as stipulated in clause (6), you will observe the working timings and holidays as applicable to the location and place of work where you have been transfered without any change in
- 8. (a) If during the period of your employment with us you achieve any invention, process, improvement, operational improvement or other processes/methods, likely to result in more efficient operation of any of the activities of the Company, the Company shall be entitled to use, utilize and exploit such improvement and you shall assign all your rights to the Company for the purpose of seeking any patent rights in respect thereof or for any other purpose.

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- (b) Upon leaving the employment of the Company, you will not take with you any drawing, blue-print or other reproduction or other data, tables, calculations, letter or other documents or any other writing or copy of writing of any nature whatsoever pertaining to the business of the Company or any of its subsidiaries.
- On confirmation, you will retire from the services of the Company on attaining the age of 58 years without any notice whatsoever from the Company in this behalf.
- 10. You will confirm to the Service Rules of the Company.
- 11. The appoinment and its continuance is subject to your being found and remaining medically (physically and mentally) fit. The Company reserves the right to ask you to under go medical examination if and when considered necessary.
- 12. You may have to proceed on tour to any outstation if and where required, in connection with the work/or training of the management for which you will be paid TA and DA separately.
- 13. Your appointment is subject to your submitting marksheets/certificates in respect of all your educational qualification.
- 14. Please return the duplicate copy of this letter duly signed, in token of acceptance of the terms and conditions of employment.

Yours faithfully,

For MICRON NETWORK COMPUTING SYSTEMS

Sudesh Pajaj (Centre Head).