

Date: 25th May 2020

Ms. NITU KUMARI

Dear Nitu Kumari

Subject: Appointment Letter

Further to our earlier letter, the Management is pleased to appoint you as “**QA Automation**” effective from **26th May 2020**.

Your Annual compensation would be **₹ 7,00,000/- per Annum (Rupees Seven Lakh only) on the basis of Cost to Company** which includes the following

- Provident Fund & Medical benefits by the Company

Please return the duplicate copy of this letter duly signed in token of your acceptance, along with the following necessary documents:

- Copies of Educational/Technical Courses Mark sheets & Certificates {from Matriculation (10th) onwards}
- Copy of PAN Card
- Copy of Aadhaar Card
- Copy of Cancelled Cheque
- Passport sized photographs (in White background)
- Last 03 Salary Slips
- TDS Computation Sheet / Salary Certificate form current Employer
- Resignation Approval copy and Relieving/Experience Letter
- PF declaration to be submitted at the time of joining
- Reference details – The appointment shall be subject to satisfactory reference check

Your appointment is subject to being able in providing the above mentioned documents and subsequent background verification.

We welcome you to the **FINAL SEARCH** family and hope for a long and happy association with you in the future. Welcome aboard!

Yours Faithfully
For FSP Solutions Pvt. Ltd.,



(Rupesh Kumar Sharma)
HR Manager

Annexure – A

Employee Name: Nitu Kumari

Designation: QA Automation

Date of Appointment: 26th May 2020

Compensation Sheet - Cost to Company			
	Items of Compensation	PER MONTH (in ₹)	PER ANNUM (in ₹)
	Cost to Company (CTC) - C	58,333	7,00,000
	Gross Salary - G	56,533	6,78,400
	Fixed Compensation :-		
1	Basic Salary	28,267	3,39,200
2	HRA	11,307	1,35,680
3	Standard Allowance	4,167	50,000
4	Special Allowance	12,793	1,53,520
	Fixed Comp - A	56,533	6,78,400
	Benefits - B		
1	Retirement Benefits: PF Scheme - Employer share	1,800	21,600
2	Gratuity	-	-
3	Insurance	-	-
	Statutory Deductions - D		
	Retirement Benefits: PF Scheme - Employee share - B	1,800	21,600
	Professional Tax - C	200	2,400
	Take Home / Net Salary - N (C -B - D)	54,533	6,54,400

Note: (A). Income Tax deduction is not considered in arriving at take home salary.

(B). Salary payout will be purely based on an Approved Attendance and will be paid as per the Timesheet clocked

(C). CTC includes all allowances and statutory components (Employer & Employee contribution of PF, PT on monthly basis). The salary is subjected to Income Tax deduction (if applicable) as per the regulation of the Government of India. Your salary is strictly confidential. The salary slip would be sent to your E-Mail ID provided in the resume submitted to us at the time of joining.

(D). Salary is inclusive of all statutory payments and the same would be credited your account (Account Number to be intimated by you) in the form of amount transfer or Cheque payment as the case may be.

Authorized Signatory

For Human Resource FSP Solutions Pvt. Ltd.



Acceptance by the Employee

NITU KUMARI

Terms and Conditions

1. Duties and Responsibilities.

This is an executive position involving continuous responsibility and does not entitle you to any compensation for overtime. The work environment requires flexibility and you will need to undertake additional related duties from time to time, which may include local as well as overseas travel. In addition to the above you shall perform such duties as the Employer may assign to you from time to time. The Employer reserves the right to transfer you within its offices in India or abroad. The Employer may also transfer you from one department / unit to another (either existing or to be set up in future) or to a group entity of the Employer, at the Employer's sole discretion. Any such transfer shall be on the same terms and conditions as are specified herein. The Employer also reserves its right to depute you in any other company or entity, for providing the required services that may be decided between the Employer and the Company.

During the course of such deputation you will carry out all reasonable and lawful instructions given either verbally, in writing or through any electronic medium by the authority to whom you report to in the in the Company.

2. Responsibility on Deputation:

During the course of your employment, the employer may depute you to work at their customer or business partner organizations. You shall not under any circumstance or at any point in time claim or demand to be on the rolls of the company where you are deployed, as an employee of that company or claim any benefits of employment from that company. Any benefit or emolument that you may receive during your period of deputation in a company for providing services, shall not be construed to imply an employer -employee relationship between such company and you.

3. Confidentiality:

Please note that the conditions of this appointment letter are specific to each individual and therefore, the terms should be held in confidence. Upon joining, you are required to sign the Company's Non-Disclosure Agreement regarding these and other matters relating to your employment.

In the course of your work for the Employer, you are likely to become aware of information which is commercially sensitive or valuable to the Employer (and/or its group entities) concerning its organization, marketing, finance or other affairs.

You are precluded from:

- revealing any such information, directly or indirectly to anyone without express written authority of the employer;
- Using or attempting to use such information in any manner which may injure or cause loss either directly or indirectly to the Employer (and/or its Group Entities) or any of its / their business (es).

4. 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 the Company, shall vest with the Company and any affiliates absolutely.

5. Disclosure Agreement – Conflict of Interest:

You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business (es) or activities of the Company, 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. You have also confirmed that there is no legal prohibition on Company in entering into an employment agreement with you. You further undertake to indemnify and hold Company indemnified for any loss that it may indirectly or directly suffer on account of any breach of your warranties and covenants set out above.

6. Non-Compete:

Your position with the Employer requires considerable responsibility and trust. Relying on your undivided loyalty, the Employer expects to entrust to you highly sensitive confidential, restricted, and proprietary information involving the Employer business. It could prove very difficult to isolate this confidential information from business activities that you might consider pursuing after termination of your employment with the Employer, and in some instances, you may not be able to compete with the Employer in certain ways because of the risk that the Employer's confidential and proprietary information might be compromised. You are legally and ethically responsible for protecting and preserving Employer's confidential information and proprietary rights for use only for the Employer's benefit, and this responsibility may impose limitations on your ability to pursue certain business opportunities that might interest you during or after your employment.

7. Non-Solicitation:

You hereby agree that, while you are employed by Company and for one (1) year following the termination of your employment with Company, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of Company in a manner that conflicts with or interferes in the business of Company as conducted with such customer or supplier.

8. Conduct and Discipline:

You agree to devote your full business time, attention, skill, and effort exclusively to the performance of the duties that the Employer may assign to you from time to time. You may not engage in any business activities or render any services of a business, commercial, or professional nature, directly or indirectly, whether or not for compensation, for the benefit of anyone other than the Employer, unless the Employer has given its consent in writing in advance.

During your employment, you agree not to undertake any activity, which creates, or could create, an actual or perceived conflict of interest with your employment, or which in any way compromises your duty of loyalty to the Employer. You may not enter into any pecuniary obligations that would render you financially embarrassed. You will be expected to disclose certain financial transactions and agree to abide by the Employer's policies and procedures related to conflicts of interest, ethics and insider dealings.

You shall not sign any agreement, document or letter on behalf of the Employer, unless authorized in writing by Managing Director of the Employer. Please note that if you sign any such document without obtaining the requisite authorization, all obligations incurred in respect of the same shall be treated as your personal responsibility, and you shall indemnify and keep the Employer indemnified from all liabilities and responsibilities that may be incurred in connection with the same.

The Employer shall not be responsible or liable to any company to which you have been deputed for providing services, for any acts of misfeasance or malfeasance, committed by you during the course of your deputation in such company. You shall be personally responsible and liable to the company, for such acts of malfeasance or misfeasance that may be committed by you. You agree to comply with such rules and regulations as the Employer may adopt from time to time during your deputation in such company.

9. Notice for Abandonment

If you are absent without approved leave or remain absent beyond the period of leave originally approved or subsequently extended, the company reserves the right to consider the same as you have voluntarily terminated the employment, subject to notice being issued to you, unless you return to work within three days of the commencement of such notice of absence, and give an explanation to the satisfaction of the Company regarding such absence.

10. Separation / Termination:

Both you and the Employer will have an option of terminating the employment.

This option may be exercised at any time by either party by providing the other party with **Thirty (30) Day's** written notice after the Probation period.

The Employer shall be entitled to terminate your employment without notice, indemnities and compensation in any of the following events, whether you are working in-house or deputed at our customer or business partner organizations.:

- (i) if you are, in the opinion of the Company, guilty of dishonesty, disciplinary, behavioral, misconduct, in-subordination or poor performance / negligence in the performance of your duties;
- (ii) if you have been found to have committed a serious breach of Code of Conduct; or continual material breach of any of your duties or obligations;
- (iii) if you are found to have made illegal monetary profit or received any gratuities or other rewards, in cash or in kind, out of any of the Company's affairs or any of its subsidiaries or related companies;
- (iv) if you are failure to return to work after vacation, absconding from work, taking actions injurious to COMPANY's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction;
- (v) Termination could also happen if background verification is not clear. Any termination or resignation happening within a year of joining the organization would lead to a deduction of back ground verification charges incurred which is done by a Third Party vendor.

In the event of the termination of your employment pursuant to this clause, you shall not be entitled to any salary or any benefits after the effective date of termination of your employment with the Company. You shall be paid all remuneration which may be due to you till the date of termination and such amount shall be received by you in full satisfaction and discharge of all claims and demands whatsoever which you may otherwise have against the Employer in connection or arising out of this letter or your employment hereunder but without prejudice to any claim the Employer may have against you arising out of any breach or non-performance by you of any of these obligations under this letter.

Upon the termination of your employment for whatever reason, you shall immediately deliver to the Employer all records, documents, plans, letters, papers, computer files and other materials of every description (including all materials made or compiled by you, as well as to all materials furnished to you by anyone else in connection with your employment and all copies of or extracts of any such materials) within your possession or control relating to the affairs and business of the Employer.

In the event you do not provide the required period of notice, before voluntarily terminating your employment, Company reserves its right to forfeit your salary as per the requisite notice period duration. In addition, Company will also be entitled to adjust any amounts outstanding against you from your salary, or expense reimbursements (if any), as may be legally permissible.

You acknowledge that if you fail to provide the minimum notice period as stated above, Company is bound to suffer substantial damages caused due to improper transition of work, delay in completion of project, hiring and training of your replacement as per our client's requirements. Therefore considering the gravity of damages that could be suffered by the Company, the Company reserves its right to assess and recover such damages from you as it deems fit.

If we get Project closure notification from our customer or business partner organizations, then we will issue Separation Notice to you.

11. Representations and Warranties:

You represent and warrant to the Employer that: (1) you are free to enter into employment with the Employer without violation of any third party rights and that your employment with Employer will not result in a violation of any agreement or restrictive condition you may have with any third party including any former employer; (2) you are not a party to any arrangement or agreement which will compromise your ability to carry out your duties for Employer; (3) all information provided by you to the Employer, including information set forth in your resume, information provided during the interview process and information in any employment application, is truthful and accurate; and (4) you will not disclose to the Employer, or induce the Employer to use, any confidential or proprietary information or materials belonging to any third party, including any previous employers. (5) **Your acceptance to this letter will be treated as acceptance to the employment, if in case you fail to onboard on the asked date then this letter will null and void and you have to bear 02 months' Salary as a Business loss.**

12. Background Check:

Your appointment is subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated. If required, Company may also conduct client specific background checks regarding you, in the event that a Company client requires background checks to be conducted as an eligibility condition for working on projects for such client and if you are staffed / are to be staffed to any such project. In the event any client prescribed background checks are to be conducted, you will be required to cooperate fully in the exercise and disclose the relevant information required from you for successfully completing such background check. Based on the results of such background check, Company reserves the right to withdraw your placement on such project, or to take disciplinary action against you as appropriate.

13. Leaves will be applicable as per standard norms.**14. Your salary is strictly confidential.****15. You will be under probation period for three (03) months.****16. The offer is subject to satisfactory investigation of the following credentials produced by you at the time of joining.**

- Proof of age;
- Entry Qualification Certificate(s);
- Salary and Services certificate(s) from the last employer.

17. All disputes are subject to Bengaluru (Karnataka) Jurisdiction only.

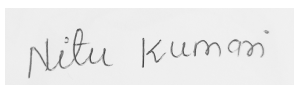
Other conditions of your engagement will be based on the rules in force and as modified from time to time.

DECLARATION

I hereby declare and affirm that I have carefully studied and understood the terms and conditions of employment and I Undertake to abide by the said terms and conditions.

Name: NITU KUMARI

Signature:



Date: 26/05/2020