

**Date: 22-February-2021**

**Mr. Pasang Sherpa**  
Vishrantwadi, PUNE

**Letter of Offer**

**Dear Pasang,**

Congratulations!

Subsequent to your interview and discussions with us, we are pleased to offer you the position of "**Sr. Python Developer**" with TEKsystems India, a division of Allegis Services (India) Pvt. Ltd ("TEKsystems India").

We take this opportunity to appreciate your decision to join TEKsystems India. As discussed, your joining date with us would be on or before **23-Feb-2021** or any other date as mutually agreed in writing.

This Letter of Offer and its terms will become effective only from the date of your joining.

Our emphasis is on "creating opportunity for people" and in this process we hope to serve you relentlessly as Career Advisors and Trusted Partners.

At the client place, you are the brand ambassador of TEKsystems India. The client experiences who we are and what we stand for through you and your commitment to make the client successful. We are confident that you will make us and the client proud.

Your employment with us will be governed by the terms and condition as detailed in **Annexure A**. Your compensation would be as outlined in **Annexure B**. Your benefits will be as per **Annexure D**.

Employment as per this Letter of Offer is subject to your confirmation and acknowledgement in writing and on successful clearance of all requisite background verifications conducted as per policies

It is a pre-condition to your joining that on or before the date of joining, you would be required to furnish a completed 'Employment Application Form' along with photocopies of all documents as listed in **Annexure C**.

*We are very happy to welcome you as an employee of TEKsystems India, and we wish you a long, productive and satisfying career with us.*

Yours Sincerely,  
For and behalf of Allegis Services India Private Limited

## **TERMS AND CONDITIONS OF EMPLOYMENT**

### **Annexure A**

1. **Place of posting:** Your initial place of posting is at **HSBC Software Development India Pvt Ltd.; Pune**. You will be governed by the rules and regulations of the Client which the TEKsystems India has agreed to abide by.

You might be sent on deputation or on permanent transfer, to any of the offices/subsidiaries/associate offices of the company or its clients, to any town or city in India or abroad, at the sole discretion of the Management, in the business interests of TEKsystems India and its client.

2. **Working Hours:** Office timing will be as per policy of the client.
3. **Salary and Benefits:** The salary and benefits offered to you and paid by TEKsystems India are in return of the services which you are required to perform for and on behalf of TEKsystems India. You shall, therefore, at all time during the course of your employment, devote full attention, dedication and commitment to your job and responsibilities assigned to you and ensure that they are completed with utmost sincerity and deliver high standard outputs all the time. Failure to meet commitments and delivery on time shall be considered as an act of indiscipline or incapability to deliver or both.

Your salary shall be payable as per the Salary Annexure B attached herewith. TEKsystems India shall not be responsible for any delays in payment of salary caused by the late submission of education/prior employment documents required for any verification which TEKsystems India may deem fit to verify the records submitted by you.

4. **Statutory Payments and Deductions:** Statutory payments such as contributions to your Provident Fund, both Employer and Employee share, will be made as per the provisions of the Provident Funds Act, 1952. Statutory deductions such as Income Tax, Professional Tax, contributions to Central/ State Welfare Funds etc. shall be made from your salary, as applicable.
5. **Medical Insurance:** Being an employee of TEKsystems India you will be entitled to participate in the Medical Insurance benefits subject to the rules of such benefits as laid out in TEKsystems India's policy. The company reserves the right to change or modify the benefits at its sole discretion.

During the course of your employment with TEKsystems India you will be entitled to participate in TEKsystems India's personal accident insurance subject to the rules of such scheme. The company reserves the right to change or modify the insurance benefits at its sole discretion.

6. **Termination:** Either party can end this employment engagement by serving a notice of **1 Month** to the other party. If the Company concludes the employment and decides to relieve you before the completion of the notice period, the Gross Salary component of the salary would be paid to you. If at your request, Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the Gross Salary component of the salary for the balance notice period. However, please note that accepting any such relieving request would be entirely at the discretion of the Company based on the business needs.

This contract of employment may be terminated by TEKsystems India without notice under any of the following clauses:

- a. If you either commit any serious breach or (after warning) repeat or continue any material breach of your obligations under this Agreement or persistently fail or neglect to carry out your duties under this contract of employment or fail to maintain a satisfactory standard of conduct or performance within a reasonable time after receiving written warning from TEKsystems India/Client relating to your conduct and/or performance.
- b. If you are guilty of fraud, dishonesty or conduct (whether or not in the course of your deputation) tending to bring yourself, TEKsystems India/Client or any Group company of TEKsystems India into disrepute or otherwise to affect prejudicially the interests of TEKsystems India or any group company.
- c. If you commit an offence relating to insider dealing or are in breach of the rules of any authority or regulatory organization, which apply to you.
- d. If you are guilty of offensive or unprofessional behavior;
- e. If your performance is not found up to standards or you are prevented from properly performing your duties for any reason.

The termination will not invalidate or affect any claim, which TEKsystems India may have against you, nor will it invalidate or affect any terms or conditions of this agreement, which are expressed to have continuing effect after the termination of your agreement, even if TEKsystems India has breached any other terms of the agreement.

On separation from company employment for any reason, you shall comply with the Company's separation procedure, sign all documents and return all Company property on or before your last working day. The Company will not be bound to pay your dues, if any, till you have completed all the separation procedures and surrendered company property, assets, documents, etc.

7. **Values, Integrity, Honesty and Ethics:** During the course of your employment with TEKsystems India, you shall adhere to the values, integrity and ethics of the organization in particular and that of the society in general. You shall uphold the principles of honesty, integrity, values and business ethics in all the dealings and transactions which you do directly or you are part of, for an on behalf of TEKsystems India. If at any time during or after your employment with TEKsystems India, if it is found, reported or established that in any of the transactions or engagements you have willfully violated, supported others in violating or have hidden / not reported any such acts or actions, which were in your knowledge but not reported; will be treated as violation of this clause. Any violation to this shall be viewed very seriously and attract stringent action, which the management deems appropriate in accordance with the nature of violation.

## 8. Confidentiality of Information and Privileges:

- a. During the course of your employment, you may be given various rights and privileges as per the requirement of your role (including any specific privilege, right or access granted by the client) to enable you to perform your tasks. These rights and privileges are meant to be used only for the purpose for which they are granted and intended to be used. You shall, under no circumstances, use such rights and privileges for your personal benefit/gain or with the intent of providing undue gain / benefit to others.

Your salary package is based on, besides your overall experience level, your educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the relevant skills. Therefore, the salary package offered to you is unique and personal to you. Any comparison of the same with the salary packages of other employees, may be unrealistic and misleading.

- b. You are required to strictly maintain confidentiality and ensure that you do not divulge or communicate in any manner, any information regarding your remuneration/terms of employment,



to any other employee of the Company except to your immediate reporting manager/ Your company HR SPOC/ Head of the HR, at any time during the period of your employment. Any disclosures of your salary or enquiry of anyone else's salary will be considered as breach of ethical behavior and if found to be true, strict deterrent action would be taken.

- c. In the similar way, when deputed to work/interact at the client site, you are expected to maintain full confidentiality regarding your salary packages, allowances or any other payments and are expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good and ethical functional business relations with our clients.

9. **Information Security:** In performing your duties, you may receive or be exposed to confidential and trade secret information and documents of TEKsystems India and its employees, customers/partners/ business associates. You are required not to divulge any such information, either directly or indirectly at any time, in any form to any party not authorized by the Management of TEKsystems India or not privy to such information or documents.

All employees on joining are required to sign a confidentially cum non-disclosure agreement. In addition, whenever you are deputed to overseas offices, you would be required to sign the following agreements:

- Overseas Employment Agreement (if applicable)

10. **Discovery/inventions:** If you conceive including but not limited to any new or advanced methods of improving process / formulae / systems, software, source codes in relation to the operations with us, in which you may have been associated, the same shall be the sole propriety of TEKsystems India and/or the Client and either shall be free to apply for any patents, copyrights in respect of the same. TEKsystems India and/or Client shall also be free to sell, lease, mortgage or use such patents or copyrights in any manner.

11. **Assignment of work related rights:** During the course of your employment with us, you will be assigned with various types of work / tasks as per the business requirements of the organization, including that of the customers and/or stakeholders of TEKsystems India. The nature of work can be related including but not limited to a project, process, service, function, practice, as per the business demand of the specific period. However, you shall not have any type of right, whatsoever, including that related to the process, project, service, functional area, practice, business knowledge, which you have obtained during the course of your employment and/or assignment with TEKsystems India and you agree and accept to assign all such rights to TEKsystems India and/or its customers, as the case may be, and you shall have no claim on any such rights.

## 12. Non-Solicitation:

12.1 While employed with TEKsystems India and for a period of eighteen (18) months from the termination of employment with TEKsystems India, for any or no reason, directly or indirectly, whether as an employee, officer, director, consultant, independent contractor, partner or otherwise; hire or assist others in hiring any employees, independent contractors, vendors or suppliers of TEKsystems India, without the prior written permission from TEKsystems India, and you will not solicit or encourage any employee or independent contractor to end his/her employment or relationship with TEKsystems India.

12.2 While employed with TEKsystems India and for a period of eighteen (18) months from the termination of employment with TEKsystems India, for any or no reason, directly or indirectly, whether as an employee, officer, director, consultant, independent contractor, partner or otherwise solicit business from or be in contact with any customer(s) of TEKsystems India directly or indirectly and/or a client to whom you were introduced directly or indirectly by TEKsystems India OR solicit or seek

employment with any customers of TEKsystems India or become employed by customers of TEKsystems India OR contract with, work for, provide any services or goods whatsoever to, or be retained in any way by any customer of TEKsystems India, without prior written permission from the management of TEKsystems India.

12.2 In case, you are being deputed for an assignment at the client site whether overseas or within India, you will fulfill the full term of deputation and duration of the assignment at the client site on behalf of TEKsystems India and/or its client. You will also not solicit any employment from the client, whether directly or indirectly, as an employee or an independent consultant, contractor, director or in any other capacity during the course of your deputation or within eighteen (18) months upon completion of the assignment, without prior written permission from the head of HR of TEKsystems India.

The term customer, as used in above clauses, refers to any person, company, partnership or entity for whom you have performed services at any time during your employment, or with whom you have had direct contact during the one-year period immediately prior to your termination.

You further agree that you shall abide by all the provisions of this Offer of employment and any other provisions executed by you in any document as and where applicable. You understand that if you violate the above undertaking, you shall be liable for suitable damages, which will be decided at the discretion of the TEKsystems India after taking into consideration the nature and extent of the violation. You acknowledge that Trade Secrets and Confidential Information, Intellectual Property Rights constitute one of TEKsystems India's main strengths, and that TEKsystems India has legitimate interest in including a non-competitive clause in the Offer of employment. You also agree that if any of the provisions of this Offer of employment or any other document is violated or likely to be violated, then TEKsystems India shall also be entitled to move for injunction against you before a competent court.

13. **Other Employment/Profession:** During the time you are employed with us you will work exclusively for us and shall not engage, whether directly or indirectly, with any other person, firm, company or organization, whether with or without remuneration, without the written permission of the Head of HR Function of the Company. Any action to the contrary would render your services liable for termination notwithstanding any other conditions mentioned in this appointment letter.

You must not at any time during (except so far as is required for the proper performance of your duties) nor at any time after the termination of your employment with TEKsystems India communicate or divulge to any person ("person" shall include a firm or TEKsystems India or any other undertaking) or make use of or permit any other person to make use of for your own or any other person's benefit any Confidential Information.

14. **Exams and Courses:** In case you intend to take up any full-time/part-time course while working with TEKsystems India, which requires your absence from or which may hamper your regular work, you are required to obtain written permission from our HR and from the client manager, before doing so.
15. **Specialized Training / Learning Opportunities:** If you are provided any specialized training in TEKsystems India, including on-the-job specialized training on technology, domain or process related areas, you will be required to sign a bond with the Company that guarantees a certain length of your employment with TEKsystems India, so that both you and the organization benefits out of the investments.
16. **Company provided assets:** You may be provided with various type of company / client provided assets, access, documents, etc. to enable you to fulfill the requirements of your project / assignment /

role. Such assets are strictly intended for the official purposes and shall be used only by you and never handed over to anyone under any circumstances, without the prior written approval of TEKsystems India management or approved by the reporting manager at the Client

17. **General Conduct, Rules & Regulations:** You will be governed by the various rules, regulations and service conditions that are in force or may be framed or amended by the Company from time to time. During the employment with the Company you will also be governed by the Company's policies and rules regarding attendance, leave, disciplinary actions policy, provident fund, gratuity and Group Medical Insurance Scheme and all other policies and procedures, which are in place or which may be in place from time to time.

If at any time in the opinion of the Management, you were found guilty of dishonesty, negligence or indiscipline, or of violation of any of the terms of this appointment letter or any of the policies of the Company, your services would stand terminated without any notice period or compensation.

18. **Misrepresentation:** Your employment is subject to the correctness of all the information furnished by you at the time of selection and joining. The Company conducts background verification of any or all of the information/documents furnished by you and this can be done any time from the date of offer for employment or during the course of your employment. During the course of your employment, if it is found that any material information furnished by you verbally or in writing, in application form of interview or otherwise is suppressed, omitted, misquoted or wrongly given, the Company shall have the right to terminate your appointment without any notice or compensation.

19. **Undertaking on non-criminality:** This offer for employment is extended to you in good faith on your assurance during the course of our discussions that you are not facing any criminal charges in India or outside and/or you are not convicted for any criminal offences by a Court of Law anywhere in the world. You also undertake and assure that you are not a member of any banned organization(s) and/or not associated with in any manner with any organization(s) or association which is engaged in activities detrimental to any government, nation, society or community.

20. **Retrial:** Apart from your compensation and benefits you will also eligible for Gratuity on completion of five years of continuous services with the Company, as per the Payment of Gratuity Act, 1972.

21. **Address for Communication:** All communication from your date of joining will be sent to your permanent address/correspondence address and/or e-mail ID mentioned by you in your CV/employment application form or updated by you in the internal application of TEKsystems India by you from time to time. You are required to intimate the management of any change in your residential address/correspondence address/personal e-mail ID, along with the contact phone numbers, failing which any communication sent on your last recorded address shall be deemed to have been served on you.

22. **Law and Jurisdiction:** This appointment is subject to Indian Laws. Any dispute or difference or claim arising in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by TEKsystems India at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. Each of COMPANY or the employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as TEKsystems India or the Employee may in its discretion deem fit. The venue of arbitration shall be at Bangalore and the Courts at Bangalore shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties.



23. **Full and Final Settlement:** The Company will process Full and Final settlement within 45 calendar days from your last working day upon termination / resignation / completion of notice period / or any such event of separation. Any shortfall in notice period would be deemed to be breach and appropriate deduction would be made from the Full and Final Settlement. However this will be subject to eligibility for the settlement, completion of all exit formalities and such applicable conditions.

Please read this letter carefully and should the terms and conditions be acceptable to you, sign the duplicate copy as a token of your having understood and accepted these.

We welcome you to our pursuit of excellence and wish you a very rewarding and satisfying career with us.

Sincerely,  
For Allegis Services India Private Limited

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**Declaration:**

I \_\_\_\_\_ have read and understood the terms and conditions of my Letter of Offer for Appointment and do hereby voluntarily agree and accept the same.

**Signature of Candidate:**

**Name of Candidate:**

### Salary Annexure – B

<b>Position Title: Senior Python Developer</b>		
<b>Work Location: HSBC GLOBAL SERVICES (UK) LIMITED-Pune</b>		
<b>Salary Break-up</b>	<b>Rs (per annum)</b>	<b>Rs (per month)</b>
1. Base Salary	390000	32500
2. HRA	195000	16250
3. Other Allowances	633673	52806
<b>Gross Salary (A)*</b>	<b>1218673</b>	<b>101556</b>

\*Amount subject to deductions (PF, PT & IT) as per applicable laws

<b>Employee Benefits</b>	<b>Rs (per annum)</b>	<b>Rs (per month)</b>
Provident Fund - Employer Contribution	46800	3900
<b>Total Value of Benefits (B)</b>	<b>46800</b>	<b>3900</b>
<b>Total Annual Compensation (A+B)</b>	<b>1265473</b>	<b>105456</b>
<b>Other Benefits</b>	<b>Rs (per annum)</b>	<b>Coverage</b>
Medical Insurance self + 5 Dependents	15277	300000
Personal Accident Insurance(Only for Self)	500	300000
Gratuity (Applicable as per gratuity Act)	18750	
<b>Total Value of Benefits (C)</b>	<b>34527</b>	
<b>** All non-monetary benefits are subject to Satisfy the payment of bonus act and Company norms in terms of insurance</b>		
<b>Total Annual cost to company (A+B+C)</b>	<b>1300000</b>	

Salary shall commence post your date of joining and paid in arrears from the month of joining

We extend a very warm welcome to Allegis family, and look forward to a long and mutually rewarding association.

Wishing you all the best,



**Manager HR Operations**

**Accepted**

**Employee Signature**



## **DOCUMENTS REQUIRED AT THE TIME OF JOINING**

### **ANNEXURE-C**

#### **1. Educational and Technical Certifications**

- Copy of Standard X Certificate and Mark sheets.
- Copy of Standard XII Certificate and Mark sheets.
- Copy of Degree Certificate(s) – Graduate and Post Graduate.
- Copy of Mark Sheets of all years – all Graduate/Post Graduate Programs.
- Copy of any other Certifications/Course(s) attended.

#### **2. Employment History**

- Copies of Appointment Letters (ALL previous employers).
- Copies of Release AND Experience Letters (ALL previous employers).
- Copy of last appraisal & salary increment letter (ALL previous employers).

**3.** Copy of Passport for Identity proof

**4.** Copy of Aadhaar

**5.** Four passport size colour photographs taken against white background.

**6.** Copy of permanent and present address proof

**7.** Copy of PAN Card

**8.** Last 3 months Salary Receipts

**9.** Form 16 issued by all your previous employers or Form 26AS of tax remitted by all your previous employer.

**All the documents must be self-attested**

**LIST OF BENEFITS**

**ANNEXURE D**

**1. Leaves**

- a. Eligible for Privilege leave of 1.25 per every completed month from joining date subject to a max of 15 days in a Calendar year
- b. Sick Leave
  - i. 6 days of sick leave for a calendar year
  - ii. With 3 days allocated in advance at the beginning of each Half yearly (prorated as per Date of Joining - DOJ)
  - iii. Sick leave is for self only
- c. Emergency Leave
  - i. 6 days of emergency leave for a calendar year
  - ii. You may avail emergency leave partially or fully at any time during the year
  - iii. Emergency leave is for self only
  - iv. You are required to provide medical records if you avail emergency leave
- d. Eligible holidays
  - i. Holidays as announced by the state government and as listed in the holiday policy of the client will be applicable for employees.
- e. Loss of pay
  - i. If you have used sick leave or emergency leave during the calendar year, you could use your available earned leaves.
  - ii. If you have not earned leave balance and you wish to take leave, the same will be loss of pay
- f. Compensatory leave
  - i. TEKsystems India does not provide for compensatory leave
  - ii. If any leaves are provided, the same will be based on the policy of the client
- g. Uninformed absence or absconding
  - i. If you are away from Client site without prior intimation for more than 2 days, you will need to report to your reporting manager and provide an explanation for your absence. If reporting manager continues to provide your engagement, then Company would be able to consider your absence as leave. If not, the contract will conclude from the date you were in absence or absconding
- h. Work from Home is governed by the client policy.

**2. Salary Pay Date**

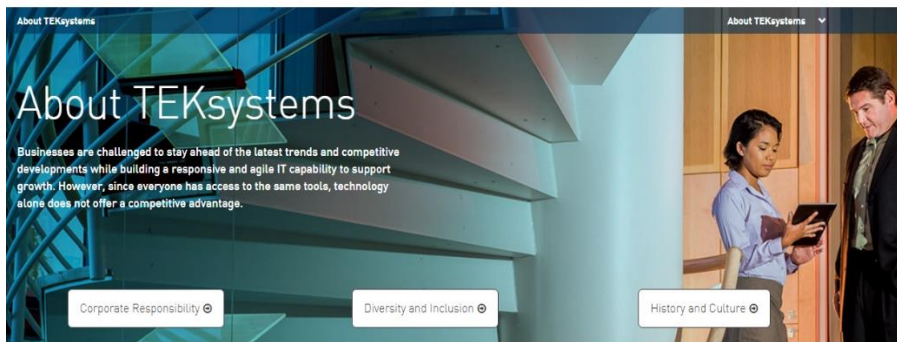
- a. Salary will be paid on **1st** of every month.
- b. Employees have to ensure their approved timesheets are made available and approved by client on or before **20th** of each month.
- c. If there is delay in approved timesheet beyond 10 days after end of the month, the subsequent month salary will be put on hold or paid by 7<sup>th</sup> of the month after.

**3. Medical Insurance**

- a. Employee is eligible for Insurance cover up to INR 300,000 annually for self.
- b. Employees opting to add other family members can add max 5 more members. Spouse, 2 Children & 2 Parents. Employee opting to add family members contribute toward the premium. For premium amount, check with benefits administrator.
- c. Employees wanting to increase Insurance premium limit beyond INR 300,000 can do so at incremental cost.
- d. Mediclaim insurance is valid only until employment is in force with TEKsystems

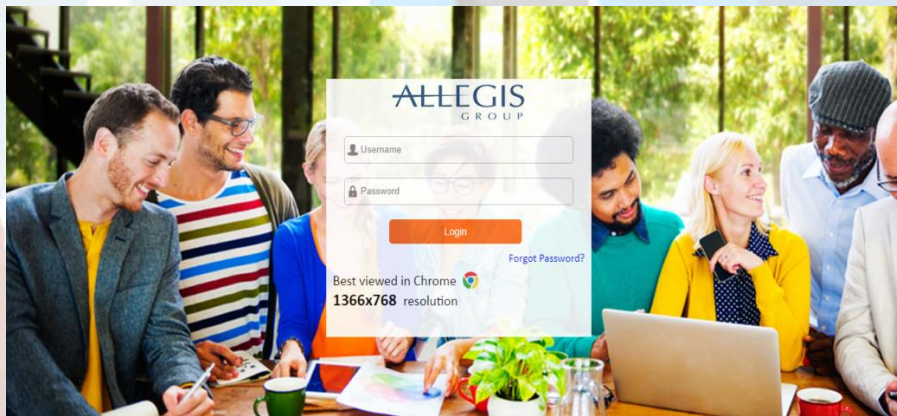
## **About us**

Visit our site @ <https://www.teksystems.com/en/about-teksystems> to know more



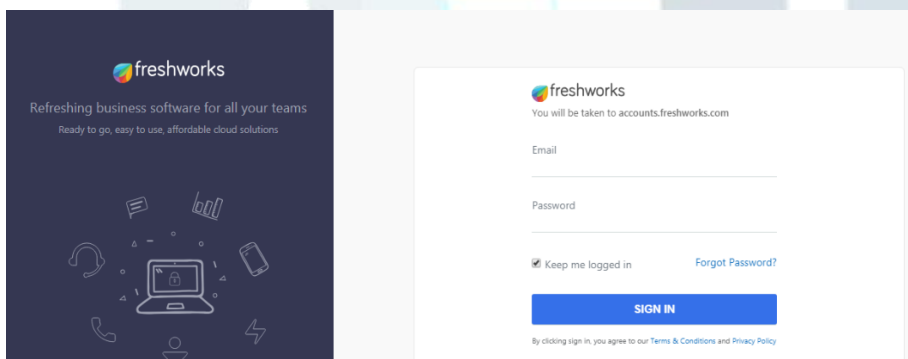
## **Stay connected with us**

Visit your login page @ <https://allegis.ramcocloud.com/RVW/extui/vwrt/LaunchPanel.htm> to know more



## **Have a query! Want to give a feedback! Refer your friend!**

Submit a Ticket @ <https://teksystemsindia.freshdesk.com> or email @ [support@teksystemsindia.freshdesk.com](mailto:support@teksystemsindia.freshdesk.com) and track quick resolution







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