



iCT Group India PVT LTD

CIN: U72900KA2019FTC128620

**FULL TIME EMPLOYMENT CONTRACT**

**iCT Group India PVT LTD (Employer)**

and

**B Rajesh (You)**

## **This Contract**

is made on 17/06/2020

Between

See **Item 1** of the Schedule (**Employer**)

and

See **Item 2** of the Schedule (**You**)

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## **BACKGROUND**

- A. The Employer has agreed to employ you and you have agreed to work for the Employer in the position described at **Item 3** of the Schedule.
- B. The Employer and you have agreed to enter into this Contract to record the terms and conditions of your employment.
- C. The Employer acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

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The Employer And You Agree that:

### **1. DEFINITIONS**

**Confidential Information** means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its related entities or any client of the Employer's, finances, operating margins, prospect's lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

**Contract** means this employment contract.

**Intellectual Property** means all present and future copyright, registered and unregistered trademarks, patent, design or rights and any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity.

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## **2. COMMENCEMENT AND WARRANTIES**

2.1 Your date of commencement of employment with the Employer is identified at **Item 4** of the Schedule.

2.2 You agree that:

- (a) you hold the qualifications and have the skills as represented by you to the Employer;
- (b) you have disclosed to the Employer any restraint or restriction which may affect your performance of work;
- (c) you enter into this contract without any form of coercion;
- (d) you are legally entitled to work in India, and agree to produce the appropriate documentation where requested by the Employer; and
- (e) you have and will maintain the licences and qualifications necessary to fulfil your role.

2.3 IT Declaration Documents: Bring all your Proof of Investments on our Joining date.

Example: Previous Year to date Income, Rent, Loan, Medical Investment, Education loan.

## **3. PROBATION**

3.1 Your employment is probationary for the first three months of employment with the Employer.

3.2 During the probationary period, your employment may be terminated with one week's notice by either party, or payment in lieu of such notice.

3.3 The Employer may, at its discretion, extend the probation period.

## **4. POSITION AND TITLE**

4.1 You are employed on a full-time basis in the position described at **Item 3** of the Schedule.

4.2 You may be required to perform other tasks from time to time, as requested by the Employer.

## **5. PRINCIPAL DUTIES**

5.1 You may be provided with an outline of your duties before or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

5.2 You also have general duties to:

- (a) comply with reasonable directions given to you by the Employer;
- (b) at all times act faithfully, honestly and diligently;
- (c) ensure you are performing solely work-related activities in work time;
- (d) exhibit a professional, supportive and respectful attitude when dealing with the Employer, its customers, employees, suppliers and other members of the public; and
- (e) act in the Employer's best interests at all times.

## **6. EMPLOYER POLICIES AND PROCEDURES**

You agree that:

- (a) you will comply with all the Employer's policies and procedures, as amended from time to time at the sole discretion of the Employer;

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- (b) the specific detail of the Employer's policies do not form a term of your contract; and
- (c) failure to comply with the Employer's policies may result in disciplinary action, up to and including dismissal.

## **7. PLACE OF EMPLOYMENT**

- 7.1 The Employer's current head office is the location described in **Item 5** of the Schedule.
- 7.2 You will be required to work at this location, unless otherwise reasonably requested by the Employer.
- 7.3 You may also be required to travel as reasonably necessary for the performance of your duties.

## **8. HOURS OF WORK**

- 8.1 The business' normal span of hours of operation are outlined at **Item 6** of the Schedule.
- 8.2 You will be required to work a minimum of 40 hours per week plus any additional hours which are reasonably necessary to fulfil the requirements of your duties, or as reasonably required by the Employer.

## **9. TIME RECORDING**

- 9.1 You are required to complete regular time recordings as directed by management.
- 9.2 You are responsible for the completion of your own time record. Completing time records on behalf of another employee or permitting another employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

## **10. REMUNERATION**

- 10.1 Your base pay is set out at **Item 7** of the Schedule.
- 10.2 Your pay takes into account any hours that you are required to work outside of your standard hours of employment.
- 10.3 Where your pay exceeds any legislative minimum entitlements, any amount paid in excess of these minimum entitlements may be used to offset any entitlement that may otherwise have been applicable.
- 10.4 PF contribution for employer is part of CTC as set out at **Item 7** of the Schedule and it will be deducted accordingly from monthly payouts. It will be paid by employer on your behalf in accordance with legislation.

## **11. ANNUAL LEAVE**

- 11.1 You will get 20 days of paid leave in addition to statutory/mandated holidays per annum. Apart from emergencies and one-off situations, you will be expected to provide one month notice for leave or vacation you may take. Over and above the 20 days you are eligible for 4 days of sick leave p.a. Any sick leave taken in excess of 4 days consecutively will require a Dr's certificate.

## **12. VARIABLE PAY**

- 12.1 You may be entitled to variable pay in accordance with the Employer's KPI Plan. See Item 9.
  - 12.2 The Employer will provide details of any applicable variable pay scheme to you upon the commencement of your employment, or at the time any such scheme is introduced.
  - 12.3 The Employer at all times retains the absolute discretion to vary, alter, amend or remove any such variable pay scheme at any time. The Employer will notify you in advance in the unlikely event that this occurs.
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### 13. CONFIDENTIAL INFORMATION

You agree at all times during and after your employment with the Employer:

- (a) to refrain from directly or indirectly disclosing to a third-party Confidential Information except in the proper course of carrying out your duties;
- (b) not to use the Confidential Information for any purpose other than for the benefit of the Employer;
- (c) to keep confidential all Company Confidential Information; and
- (d) to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.

### 14. INTELLECTUAL PROPERTY

- 14.1 All Intellectual Property rights arising from any works created or developed by you in the course of your employment (whether alone or with others) will belong to the Employer and you agree to immediately disclose to the Employer all such works.
- 14.2 You agree that all existing Intellectual Property rights, title and interest in all works created or developed by you in the course of your employment (whether alone or with others) are vested in the Employer and upon their creation, all such rights will vest in the Employer. You agree to execute all documents and do all acts required to secure any Intellectual Property rights for the Employer.
- 14.3 For the benefit of the Employer, you consent to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all works made or to be made by you in the course of your employment which might otherwise infringe your Moral rights in those works.
- 14.4 You warrant that you have consented without coercion or without relying on any representations other than those set out in this contract.
- 14.5 For the purposes of this Contract:
  - (a) "Intellectual Property" means all form of intellectual property rights throughout the world including but not limited to copyright, registered patent, design, trade mark and confidential information including know-how and trade-secrets.
  - (b) "Moral Rights" has the meaning given to it in the *Copyright Amendment (Moral Rights) Act 2000* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.
  - (c) "Works" means all inventions, policies, practices, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials.

### 15. TERMINATION OF EMPLOYMENT

- 15.1 The Employer may terminate your employment without notice or without a payment in lieu of notice for any of the following reasons, if you:
    - (a) commit any serious or persistent breach of any of the terms of the Contract;
    - (b) are guilty of dishonesty, misconduct or neglect in the performance of your obligations under the Contract;
    - (c) become insolvent or bankrupt or make any assignment or arrangement with your creditors;
    - (d) are convicted of any criminal offence relevant to the performance of your obligations under the Contract;
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- (e) refuse to comply with any reasonable instruction or direction including any failure to comply with your obligations under any of the Employer's rules, policies and/or procedures and any directions given by management of the Employer;
  - (f) fail to perform to the standard reasonably expected by the Employer, including persistent failure to achieve targets;
  - (g) obtain a medical assessment result that is not satisfactory to the Employer and which objectively results in you being unable to perform your duties set out in the Contract;
  - (h) abuse alcohol or drugs whilst on the Employer's premises, or just prior to commencing work on the premises, which adversely affects your ability to carry out your duties; or
  - (i) engage in physical abuse or display unreasonable verbal aggression.
- 15.2 Without prejudice to the above, either party can terminate this contract of employment at any time by giving two months' notice in writing or salary in lieu thereof. Provided however, that such notice shall not be necessary where you are terminated for misconduct or unsuccessful completion of background check. The termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force
- 15.3 The Company reserves the right to pay or recover the relevant amounts in lieu of notice. In the event you serve notice of termination, the Company may at its option, relieve you from the date as the Company may deem fit even before expiration of the notice period without incurring any obligations to pay any amounts for the unexpired notice period.
- 15.4 In the event that you are in the middle of an assignment, the Company may require you to complete all operative parts of the assignment, as determined by the Company before agreeing to relieve you from the services.
- 15.5 On termination, you are also entitled to payment for any untaken annual leave entitlements.
- 15.6 During the whole or any part of the notice period, the Employer is under no obligation to assign you duties or functions or to provide any work to you and may direct you not to attend work during all or part of the notice period.
- 15.7 On termination of employment for any reason, you must immediately return to the Employer all property, documents and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property and other information, in whatever form, relating in any way to the Employer or its clients.
- 15.8 On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer's premises.

## **16. NON SOLICITATION AND POST-TERMINATION RESTRAINT**

- 16.1 From the date your employment ends, you agree not to solicit or attempt to solicit business from any client for 12 months.
- 16.2 From the date your employment ends, you agree not to solicit, attempt to solicit, entice or encourage any employee of the Client or the Employer to leave their engagement with the Employer for 12 months.
- 16.3 From the date your employment ends, you agree not to interfere or attempt to interfere with the relationship between the Employer and its Clients, employees or suppliers for 12 months.
- 16.4 You acknowledge that each of the above restrictions are reasonable and necessary to protect the Employer's legitimate interest.
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16.5 You acknowledge that you will be liable in damages (including punitive or special damages) arising out of the breach of any of the terms of this provision.

**17. REDUNDANCY**

If your position is made redundant you will be entitled to 2 weeks base pay.

**18. ASSIGNMENT**

18.1 You may not assign or transfer the rights and benefits under this contract.

18.2 The Employer may assign its rights and obligations under the Contract to any person, business, company or entity.

**19. GOVERNING LAW**

The Contract shall be governed by the jurisdiction of the courts as described at **Item 8** of the Schedule.

**20. VARIATION OF TERMS**

The terms of the Contract may be varied from time to time by mutual agreement in writing between the parties.

**21. SEVERABILITY**

If any of the terms and conditions of the Contract are void or become voidable by reason of any statute or rule of law, then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

**22. MISCELLANEOUS**

22.1 Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo medical examination, as and when deemed necessary, by a medical officer appointed by the Company.

22.2 You may note that any and all taxes including those taxes which arise from any payments, benefit etc. received by you from the Company in the course of employment will be borne by you. The Company may deduct or withhold any amounts prior to effecting any payments to you in terms of this offer, in accordance with any provisions of applicable law, rule or regulations as may be in force from time to time

22.3 You will keep the Company informed of your latest postal address at all times and intimate in writing in case of change of address. Any communication sent to you by the Company on your last known address will be deemed to have been duly served notwithstanding the fact that you have changed your address

22.4 In accordance with our policy, this offer is contingent upon successfully meeting our pre-employment background screening and successful completion of the I-9 employee eligibility process. Background checks may include the following criminal background check, credit check and verification of education and employment with your previous employers. We will send you under separate cover the outline of our pre-employment screening process.

**23. ENTIRE AGREEMENT**

The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

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**SIGNED BY AN AUTHORISED OFFICER OF THE  
EMPLOYER**

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Authorised Officer

.....  
Witness

.....  
Title of Authorised Officer

.....  
Name of Witness (printed)

.....  
Dated

**SIGNED BY YOU**

B. Rajesh  
.....  
Employee

.....  
Witness

29-June-2020  
.....  
Dated

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Name of Witness (printed)

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## SCHEDULE

Item 1	Employer name and details	ICT Group India PVT LTD CIN: U72900KA2019FTC128620 Address: Ground Floor HM Tech Park, Prashant Extension Whitefield Bangalore 560066
Item 2	Your name and details	B RAJESH
Item 3	Position	Infrastructure Architect and Dev Ops Engineer
Item 4	Commencement date	04/08/2020
Item 5	Location	Bangalore
Item 6	Business normal hours of operation	Monday to Friday 8:00am to 5:00pm
Item 7	Base Pay	As per Annexure 1
Item 8	Governing law	India
Item 9	Variable pay Scheme	As Per the KPI Plan

Annexure 1

**COMPENSATION PACKAGE**

Annual Gross Salary (Cost to the company): Rs. 9,00,000- (Rupees 9 lakhs Only)

Breakup of CTC is as per below table:

**Overall CTC** **9,00,000**

Components	Amount INR
<i>Basic Salary</i>	3,60,000
<i>House Rent Allowance</i>	1,80,000
<i>Transport Allowance</i>	90,000
<i>Medical Allowance</i>	36,000
<i>Special Allowance</i>	1,95,096
	<b>8,61,096</b>
<i>PF –employer's contribution</i>	21,600
<i>Gratuity</i>	17,304
	<b>38,904</b>
<b>Base CTC</b>	<b>9,00,000</b>

<b>Overall CTC</b>	<b>9,00,000</b>
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