# Letter of Appointment

To,

**<<Full Name>>,**

**Date:** <<DOJ dd/MM/YYYY>>

**Employee Code: <<Emp ID>>**

We are pleased to appoint you as **<<Designation>>,** at our organization Affine Analytics Pvt. Ltd. with effect from **<<DOJ dd/MM/YYYY>>.**

Your offer has been made based on information (education and past experiences) furnished by you. The terms of employment is provided in Annexure 1. The position specifics are:

**Designation: <<Designation>>,**

Total Cost to Company: **INR <<CTC>>/-** (INR <<CTC in words>> only). The pay break-up and flexi pay details are provided in Schedule I.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards gaining a top spot in the industry. We assure you of our support for your professional development and growth. Yours sincerely,

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**Saloni Singh**

**Director - HR**

**Affine Analytics Pvt. Ltd.**

**ANNEXURE 1**

# Employment Agreement

This Employment Agreement (this **“Agreement”**) is executed on the **<<DOJ dd/MM/YYYY>>**, at Affine Analytics, Bengaluru.

**BY AND BETWEEN:**

Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_\_\_\_years, son/daughter of Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and currently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the

“**Employee**”, which expression shall, unless repugnant to the context, mean and include his/her legal heirs, executors, representatives, administrators, and assigns) of the **ONE PART**;

**AND**

**Affine Analytics Private Limited,** a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 46 A and 47, HSR Layout, Sector 6, Bengaluru-560102 (hereinafter referred to as the “**Company**” which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the **OTHER PART.**

Hereinafter the Employee and the Company shall be individually referred to as a “**Party**” and jointly referred to as the “**Parties**”.

Whereas the Company has made an offer of employment to the Employee dated **<<DOJ dd/MM/YYYY>>** and the Employee has accepted the said offer of employment (“**Offer Letter**”);

Whereas the Company and Employee wish to enter into an Employment Agreement governing the terms and conditions of employment;

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS: -**

**Full Time Employment:** The Employee is appointed as a full time employee of the Company & shall devote his/ her time exclusively for the business of the Company. The Employee will not take up any other work for remuneration or otherwise in any other trade or business during the period of employment with the Company. The Employee shall competently and professionally perform such duties as may be directed by the Company from time to time. The Company reserves the right to change the scope of services to be rendered by the Employee and shall intimate the same to the Employee from time to time.

**Place of work:** TheEmployee’s place of work will be at Affine’s office in <<Work Location>>. However, based on business requirements, Employee may be required to travel to any location as may be specified by the company, whether within or outside India. Such instances will be governed by the travel policies of the Company.

**Salary:** The Employee shall receive the wages, compensation and benefits as set forth in Schedule 1 to this Agreement.

**Travel:** The employee maybe required to travel onsite to the client site to attend trainings and meetings necessary. However, this is determined on the project and company’s discretion.

**Confidentiality:** It is hereby agreed by the Employee that the information concerning the workings of the Company, including all of the information concerning the Company’s business transactions, financial arrangements, business partners, trade secrets and any other information concerning the Company which is not in the public domain constitutes Confidential Information belonging to the

Company and you shall not, during or after the term of your employment with the Company, reveal Confidential Information to any person, firm, corporation, or entity. Should you reveal or threaten to reveal such Confidential Information contrary to the provisions herein, the Company shall be entitled to an injunction restraining the Employee from disclosing the same, or from rendering any services to any entity to whom the Confidential Information has been or is threatened to be disclosed. It is also agreed that the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee. The Employee further agrees to promptly and without necessity of any demand, return to the Company, any and all documents, records or writings made or obtained by you in the course of his/ her employment with the Company, on termination of his/ her employment for any reason whatsoever.

**Intellectual Property Policy:** The Intellectual Property Policy (this “IP Policy”) shall form the basis for Affine Analytics Private Limited (the “Company”) to ascertain ownership of the intellectual property rights in Inventions and/or other Materials that may be invented/ created by an Employee during the course of his employment with the Company. The Employee shall not disclose the Confidential Information to any third party without the prior written consent of the Company.

**Work for Hire:** The Employee hereby agrees that work done by him/ her during the course of his/ her employment is work for hire and therefore, all the IPR in the same shall at all time belong to the Company. The Employee hereby grants, assigns and conveys to the Company all his/ her right, title and interest in and to all Inventions and, or irrevocably waive all Moral Rights (defined hereunder) to any Invention. The Employee shall ensure that all the IPR that has arisen as a result of the employment with the Company shall be and shall remain the exclusive property of the Company at all times and under no circumstances can the Employee claim any rights over the same. Until such time the IPR is transferred to the Company, the Employee shall not claim ownership of such Invention. As soon as the Employee has invented an Invention, he/ she shall forthwith inform about the same to the reporting manager and HR in the Company. Upon receiving the intimation from the Employee, the Company shall ensure that immediate steps are taken to reinforce the ownership of the Inventions in the Company.

For the purposes of your employment, the term “Invention” shall means any concept, design, plan, product, equipment, idea, method, computer program, software, system design, survey reports/results hardware, manual, manuscript, or other documentation, or other thing, tangible or intangible, database rights or patents, formulations and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by the Employee during the term of his/ her employment with the Company which is: (i) made, developed or conceived solely by him/ her or jointly with others during or in the course of the Employee’s employment with the Company; (ii) made, developed or conceived wholly or partially as the result of any task assigned to the Employee for or on behalf of the Company and/or (iii) made or developed with the use of the Company’s facilities or equipment.

**Annual Leave:** In addition to the Public Holidays, the Employee is eligible to take 18 earned leaves and 12 sick leaves during a fiscal year credited as per company policy and pro-rated to the date of joining. All earned leaves should be approved by the Manager prior to the commencement of leave period. The Employee shall not be entitled to any other leave, paid or unpaid, during his period of employment, unless sanctioned in writing by his manager. Any unapproved absence from work or leave in excess of the approved period shall be grounds for termination of employment. The manner of availing the leave shall be as per the company policy.

**Training Cost Recovery Policy:** If an individual decides to resign from their position within six months of completing external sponsored training, the company reserves the right to recover the total training cost on a prorated basis valid upto six months from date of completion/certification. The recovery cost will be determined basis below scenarios:-

a. Resignation initiated during the training: Full amount will be recovered from the individual.

b. Resignation initiated after the training: Recoverable amount will be calculated on a prorated basis valid upto six months, from the date of course completion to resignation date.

This clause is subject to periodic review and modification at the company’s discretion.

**Termination:** The Employee has the right to terminate this agreement without citing a cause by serving a written notice of Sixty (60) days or by providing Salary in Lieu of the notice period. The Management may consider extending or reducing the notice period as per their discretion. During the notice period, the Employee will not be eligible to take any earned leaves (including leaves approved in advance). Any leave taken during the notice period may lead to an extension of the last working day.

As part of their job responsibilities, employees are required to notify both their HR representative and reporting manager if they need to take sudden, unexpected time off due to an emergency. If an employee fails to respond to emails or calls from their team, manager or HR for 3 consecutive working days without prior notice, it may be considered as a case of absconding and salary for the respective month will be withheld.

The agreement acknowledges the right of the employer to terminate it without providing a reason. This can be done by giving a written notice of thirty (30) days. Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of:

1. Continued failure to adhere to normal Company requirements, including timekeeping, attendance, job performance, confidentiality in relation to all the Company’s affairs and general conduct, unauthorized leave or absence of work exceeding 10 working days.
2. Fraudulent, dishonesty or gross misconduct or gross dereliction of duty or fraud, misrepresentation or other acts of moral turpitude or criminal conduct.
3. You are committing a breach of integrity, or unlawful activity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property.
4. Your insubordination or failure to comply with the directions given to you by persons so authorized.
5. Your insolvency or conviction in a court of law for any offence involving moral turpitude.
6. Material breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company.
7. You are going on or abetting a strike in contravention of any law for the time being in force.
8. You are conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients.
9. Misconduct by you as provided under the labour laws and/or in the Company policies.
10. Negligence or failure to achieve the agreed upon sales targets/quotas.

Upon termination of employment for any reason, the Employee shall:

1. Continue to perform his duties professionally without interruption till the last date of employment and ensure that handover of duties and responsibilities takes place with least amount of loss and disruption to the Company.
2. Handover all confidential and proprietary information and material in his possession to the Company including any assets provided by the Company for the performance of duties under this Agreement. Failing which the company will adjust the cost of such assets from any outstanding dues.

**Non Solicitation**. Following the termination of the employment of the Employee by the Employer, with or without cause, or the voluntary withdrawal by the Employee from the Employer, the Employee shall, for a period of one year following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Company for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other employee of the Company.

**Ownership of Leads.** The ownership of any sales leads/prospects remains with the Company at the time of termination. This would include the leads and contacts that the Employee may make with client or prospective clients on professional networking sites like LinkedIn, post joining the Company. The Employee agrees to let the Company use all such leads to further its business.

**Non-interference.** The Employee agrees not to act in a manner that may lead to tortuous interference into the Company’s business with any client or ongoing prospect discussion. Further the Employee agrees not to take any action that may cause any such employee, customer, or supplier to terminate or adversely alter his, her, or its relationship with Company.

**Standard of Dress:** The Employee shall conform to an acceptable standard of dress to ensure that the image as presented to customers, colleagues and associates is in keeping with the proper professional approach of the Company. The Employees shall at all times confer to such dress code as may be prescribed by the Company from time to time.

**Anti-Sexual Harassment Policy:** Company is committed towards providing a work environment that is professional and mature, free from animosity and one that reinforces our value of integrity, including respect for individuals. To reinforce these values the Company has an Anti-Sexual Harassment Policy in place, which is based on the current requirement under law. The Employees is covered under this policy and is required to abide by the same.

**Notices.** All notices or other communications required or permitted by this Agreement or by law shall be in writing and shall be deemed duly served and given when delivered personally or by facsimile, air courier, certified mail (return receipt requested), postage and fees prepaid, to the party at the address indicated in the signature block or at such other address as a party may request in writing.

**Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of India and subject to the jurisdiction of Courts at Bengaluru, India.

**Entire Agreement.** This Agreement sets forth the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior written agreements and all prior or contemporaneous oral Agreements and understandings, expressed or implied.

**Written Modification and Waiver.** No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default.

**Assignment.** This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement, except that Company may assign or transfer this Agreement to a successor of Company’s business, in the event of the transfer or sale of all or substantially all of the assets of Company’s business, or to a subsidiary, provided that in the case of any assignment or transfer under the terms of this Section, this Agreement shall be binding on and inure to the benefit of the successor of Company’s business, and the successor of

Company’s business shall discharge and perform all of the obligations of Company under this Agreement.

**Severability.** If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the remaining provisions shall continue in full force and effect to the extent the economic benefits conferred upon the parties by this Agreement remain substantially unimpaired.

**Arbitration of Disputes.** Any and all disputes pertaining to this Agreement shall be referred to a sole arbitrator mutually agreed by both the Parties. If the Parties fail to agree on a sole arbitrator, then, the matter shall be referred to a panel of three arbitrators. Each Party shall appoint one arbitrator and the arbitrators so appointed by the Parties shall appoint the third arbitrator. The Arbitration, the proceedings shall be in accordance to the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Bengaluru, India and the language of Arbitration proceedings shall be English.

**Indemnity.** The Employee shall indemnify and hold the Company, its trustees, officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) the acts or omissions of the Employee or (ii) the breach of the terms of this Employment Agreement or any other agreements or policies of the Company.

The signatures below indicate agreement with this Employment Agreement.

AGREED AND ACCEPTED the date first written above

For **Affine Analytics Private Limited,**

**ACKNOWLEDGED AND AGREED ACKNOWLEDGED AND AGREED**

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**Saloni Singh**   **<<Ful Name>>**

**Director – HR Date:**

**Affine Analytics Pvt. Ltd. Place:**

**SCHEDULE 1**

**COMPENSATION & BENEFITS**

|  |  |
| --- | --- |
| **Cost-to-Company Break-up** | |
| **Particulars** | **Annual (in INR)** |
| Basic Pay |  |
| House Rent Allowance |  |
| Leave Travel Allowance |  |
| Employer PF |  |
| Executive Allowance |  |
| Gratuity (accrual only) |  |
| Medical Insurance & Benefits |  |
| Performance Based Pay |  |
| **Total CTC** |  |

**Total Compensation:** Your compensation will be subject to applicable taxes as per the provisions of the Income Tax Act, 1961, and will be paid to you after deduction of income tax and other applicable taxes at source. The compensation will be paid to you monthly in arrears. It is a condition of your service that you shall abide by the Affine’s policy in maintaining the strictest confidentiality of your compensation information and not disclose such information to any other person within the company.

**Leave Travel Allowance (LTA):** LTA claims will be treated as per existing tax laws and the remainder will be paid as Executive Allowance and taxed accordingly.

**Performance Based Pay:** The performance pay will be based on the individual’s and company’s performance during the performance appraisal period.

In addition to your total compensation, you will be eligible for following benefits, which will be governed by Company policy:

**Gratuity:** Gratuity will be accrued and paid as per The Payment of Gratuity Act, 1972.

**Medical Insurance Coverage & Benefits:** Effective your date of joining, Medical Insurance for self, spouse and 2 dependent children up to INR 5,00,000/- per annum will be covered under Family Floater Plan. Premium for this will be paid by the company. Additionally, you have an option to include your parents to this Family Floater plan for which 50% of the additional premium amount will be funded by the company and the remaining 50% to be funded by the employee.

Benefits include expenditure towards team outings and planned meetups (subject to approvals and claims by the team manager).

**Per Diem & Travel Expenditure:** Employees are eligible to claim these expenses whenever there is a business requirement and it will be applicable as per company policy.

**Referral Bonus:** You are eligible to refer your friends even before joining & start earning bonus in accordance with our Referral Policy:

|  |  |  |
| --- | --- | --- |
| **Offshore Referral Bonus** | | |
| **Level** | **Delivery Roles** | **Support Roles** |
| Associate | INR 25,000 | INR 25,000 |
| Sr. Associate | INR 40,000 |
| Consultant | INR 75,000 |
| Principal | INR 125,000 | INR 50,000 |
| Sr. Principal & Above | INR 175,000 |
|  |  |  |
| **Onsite Referral Bonus** | | |
| **Level** | **Delivery Roles** | **Support Roles** |
| Associate to Consultant | $2,500 | $500 |
| Principal & Above | $3,000 | $1,000 |

* The referral bonus will be paid upon your referral candidate completing 90 days from date of joining.
* The pay-out will take place in the following month’s salary.
* You and the referred candidate should be on the payroll of the company on the day of pay-out.

Alteration to Terms of Employment: The Company reserves the right to alter the “Terms of Employment” without prior notice.

**Yours Truly,**

**For Affine Analytics Private Limited,**

**ACKNOWLEDGED AND AGREED ACKNOWLEDGED AND AGREED**

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**Saloni Singh**   **<<Ful Name>>**

**Director – HR Date:**

**Affine Analytics Pvt. Ltd. Place:**