

Dated: May 10, 2024

Jangam Teja
VTC- Mundladinne, PO- Rajoli
Mahbubnagar 509126
Andhra Pradesh

Offer – cum – Appointment Letter

Dear Jangam Teja,

Reference to your application for a suitable opportunity for training with us, to improve your skill set, employability and the subsequent discussions that you had with us, we are pleased to inform that you are being appointed as **“ASSOCIATE TRAINEE ENGINEER”** in our Company at **Bengaluru** under the **Board of Apprenticeship Training (BOAT) program**, on the following terms and conditions:

1. JOINING:

You are expected to join for training on **21 May 2024 (9.30 AM)** at the above location. This offer is subject to your joining on the said date and in case you fail to join on the given date, the offer for Apprenticeship Training will become null and void.

2. TRAINING:

You will go under training with us for a period of one year from the Date of Joining. On successful completion of training, you may be appointed for a fixed period of one year depending on availability of suitable opportunity with us and your competency and willingness, at the sole discretion of the management.

3. STIPEND:

You will be entitled to a total stipend of **Rs.1,44,000/-** (Rupees One lakh Forty-four thousand only) per annum during your training with the company as an **“ASSOCIATE TRAINEE ENGINEER”**, and the stipend will be disbursed as per details given below in 3.1:

3.1 The stipend of Rs.1,44,000/- (Monthly 12,000/-) will be paid as per below modes to employee.

a) From CMSIT Rs.7,500/- per month will be paid to employee.

b) As per BOAT (DBT) Rs. 4,500/- per month will be paid, directly to your Bank account.

(To get stipend of Rs.4,500/- from BOAT (DBT) - The employee should enable DBT for Aadhar & Bank account).

4. LEAVE:

You will be entitled to ONE LEAVE per month which is subject to a maximum of 12 per year. Leave of any type if taken, in excess of this would be treated as Leave without Stipend.

5. WORKING HOURS & HOLIDAYS:

You will follow the working hours and holiday calendar of the organization as per policy, amended from time to time. However, employees deployed at client sites are required to abide by the working hours and holiday calendar of the client's Work Location/Business Unit, as may be informed from time to time.

6. SCOPE OF ACTIVITIES AND PLACEMENT FOR TRAINING:

Since our Company is undertaking contractual assignments in various Establishments on Contract, you may be suitably placed in anyone of the Establishments or other anywhere in the Country, where our Company may have running Contract or may have the Contract in future, or its own offices, branches and points of presence, as per availability of manpower slots in teams, departments or roster.

Registered & Corporate Office: 2nd Floor, Venkatadari, 8,8A, Garebhavi Palya, Hosur Main Road, Bengaluru 560068 (Karnataka) Tele: 91 80 4550 0300/400, Fax: 91 80 4550 0488.

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Scope of work assigned to you will be communicated to you separately subject to amendments as and when needed, any objection from your side to changes in scope of work may be construed as your unwillingness and same may be noted. You are made aware that our business necessitates you being 'deputed' at any one of our client's locations & hence some of the terms and scope of the activities to be performed by you may be required to be reviewed from time to time.

7. TRANSFER:

Initially you will be placed at above LOCATION but your venue and place for training may be changed from time to time as well as will be transferable to any department, branch office or any establishments of the company anywhere in India.

8. SHIFT TIMING PROCEDURE:

You will abide by the shift timings and other regulatory procedure in force at CMS clients Establishment as informed by CMS from time to time basis, where you will be placed for training including operating and safety procedures applicable to such Establishments.

9. SPECIALISED TRAINING:

As per job requirement, you may be nominated to training programmer under any professional, subject matter expert / Specialist or institution anywhere in the country to improve your skills and abilities.

10. TERMINATION:

Your training will automatically come to end on completion of the tenure, there will be no notice or any compensation in lieu of notice will be given to you. Your Training during this period can be terminated by the company without giving any notice and without any compensation, if at any time, you become insolvent or are found guilty of dishonesty, disobedience, disorderly behaviour, Negligence, indiscipline, absence from scheduled training without permission or of any other misconduct considered by the Company, as detrimental to its interest, or in violation of one or more terms of this arrangement of training. You may opt out of this arrangement by giving "Thirty" (30) days' notice in writing during the training period.

Considering the fact that a large portion of your training will be imparted 'on job', this arrangement for training will be co-terminus with the termination of our contract with other company where you may have been assigned for on job training, as applicable.

11. ADDRESS:

Your address as given in the application form will be deemed to be correct for the purpose of sending any communication to you. In case of any change in your address you will inform the Management in writing about the same within 7 (seven) days. Any communication sent to your last recorded address would be deemed to have been duly served upon you.

12. ATTENDANCE:

If you remain absent for 8 consecutive working days without permission / information in writing and duly approved leave of absence, or if you proceed on leave without sanction or over-stay the sanctioned leave for 8 consecutive working days without information / prior approval, your training shall automatically come to an end. It will be presumed that you have abandoned the training of your own accord and the Management will strike off your name from the training/muster roll of the organization without any notice.

13. NON DISCLOSURE:

- 13.1 You will not at any time during your training divulge or make known any trusts, secrets, accounts or dealings of or relating to the Company's or its clients business.
- 13.2 You undertake to maintain strict Confidentiality in respect of client Confidential Information to which you become privy during the course of your employment with CMS. For avoidance of doubt, client Confidential Information shall include any all data and documents (including personal and strategic financial information) and all other information received or gathered by you whether in writing, orally or visually during the course of your work on a Client assignment and employment with the Company. You understand that any breach of the foregoing provision will cause grave harm and loss to the client as well as to the Company's reputation.

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13.3 You agree that this letter including the compensation details mentioned herein or any part thereof is a confidential subject matter and should not be discussed by you with any other employee except HR dept before or during your training with us.

14. OTHER TRAINING OR EMPLOYMENT:

You shall not accept any other training opportunity or employment part time or otherwise or engage in any commercial business or pursuit on your own account or as an agent for others during the training period.

15. MEDICAL EXAMINATION:

Your appointment and continuation in the training will always be subject to your remaining physically and mentally fit and alert considering the nature and environment of our business. The Management have every right to get you medically examined or re-examined at any time by the registered Medical practitioner, or Eye Specialist or a Civil Surgeon appointed by the Company whose findings will be final and binding upon you.

16. You will not be entitled to stipend on your refusal to report at the office / location where you may be transferred or in case if you refusal to undergo training for any specific period, for any such refusal you will also be liable for disciplinary action as per the company rules and regulations. Also whenever there is no optimum utilization of resources by the client, company has the discretion to assign you at any of its branch offices & make you do any additional list of activities based on its requirement.

17. You will be responsible for safekeeping and return in good condition and order all documents, tools, equipment and property, which may be issued to you for use and reference, or may be in your custody and charge. It is obligatory to sign & submit the Indemnity/ Undertaking form along with this letter.

18. While on duty you will not indulge in any act adversely affecting our rendering of services to our Client.

19. You will not seek employment with our clientele, their establishments as Agent/ Advisor or claim any rights therein which you may be deputed to. The same will be applicable to your family members & violation of the same will lead to termination of your training period, subsequent to training/employment with us.

20. JURISDICTION:

Any dispute between yourself and the Company must be resolved mutually. In case, the dispute is not settled mutually then the company would be taking appropriate steps to resolve the same & it can be settled in the exclusive jurisdiction of the courts at Mumbai only.

21. CODE OF CONDUCT

Your adherence to the CMS IT Services Policies and Procedures is vital to your success. When you sign this letter of appointment, you are agreeing to thoroughly familiarize yourself with the CMS IT Services Policies and you are agreeing to abide by them.

You also agree that after commencement of traineeship with us, to access the Human Resources Website and ensure compliance as mentioned in the new hire section. Additionally, from time to time, CMS IT Services will communicate important information about its policies by way of electronic mail notification and/or the CMS IT Services intranet.

22. Privacy Clause

In accordance with the Digital Personal Data Protection Act (DPDPA), CMS-IT is committed to protecting the privacy and security of your personal data. By accepting this offer letter, you agree to the following terms regarding the collection, use, and processing of your personal data:

1. **Data Collection:** We will collect personal data such as your name, contact information, and other details necessary to establish and maintain this partnership. The data will be collected lawfully and fairly, and you will be informed of the purposes for which the data will be used.
2. **Data Use:** The personal data collected will be used for the purpose of managing the Job/Contract including communication, administration, and providing support. We will only use your personal data for purposes related to the partnership or as required by law.
3. **Data Sharing:** Your personal data may be shared with third parties such as service providers or affiliates if necessary

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for the purposes outlined in this clause. We will ensure that any third parties with whom we share your data comply with the DPDPA and protect your data to the same standards as we do.

4. Data Protection: We have implemented appropriate technical and organizational measures to safeguard your personal data against unauthorized access, use, or disclosure. Your data will be stored securely and retained only for as long as necessary to fulfill the purposes of the partnership or as required by law.
5. Your Rights: You have the right to access, correct, and request the deletion of your personal data. If you wish to exercise any of these rights, please contact us at dpo@cmsitservices.com.
6. Consent: By entering into this partnership, you consent to the collection, use, and processing of your personal data as described in this clause. You may withdraw your consent at any time, though this may impact our ability to fulfill the terms of the Job/Contract.
7. Contact Information: If you have any questions or concerns regarding the privacy of your personal data, please contact us at dpo@cmsitservices.com.

We welcome you to our organization with best wishes for a successful career with us.

After joining the company you will log on to the company's **HR CREST, the online HR Portal** for understanding policies and process in detail.

Please sign and return the duplicate copy of the letter indicating your acceptance of the above terms and conditions.

Thanking You.

For CMS IT Services Private Ltd.



Majid Ali Khan
Head - Human Resources

ACCEPTANCE OF APPOINTMENT

Read and accept all the above Terms & Conditions of Employment

Signature of ATE :

Name of ATE :

Date :