

APPOINTMENT LETTER

Date:

Name

Address

Dear Candidate,

We are pleased to convey that we would like to appoint you as **(Designation)** in our _____ branch to help the _____ team / SBU.

_____ is our vision. We believe that you will put in every effort and contribute towards the realization of this vision of ours. The Company provides an environment that empowers people to take initiative and reward leaders.

The terms and conditions of your appointment are detailed in the annexure attached to the letter of appointment.

We welcome you aboard as a valuable member of our company.

Wishing you all the best and a very successful career.

Kindly sign and return the duplicate copy of this letter of appointment as having accepted the terms and conditions of appointment.

Warm regards,

Name of the HR Signatory

Designation

ANNEXURE : TERMS & CONDITIONS OF APPOINTMENT

1. Posting Location:

Your initial place of work will be at **(Place of posting)**. However, your services are assignable / transferable after giving 15 days notice, to any location in India or abroad where the Company conducts business or your services may be seconded or transferred to any other group companies, associates, affiliates of the Company or to any joint venture set up by the company or any of its group companies, associates or affiliates.

2. Designation and Responsibilities

You will be designated as **(Designation)** and your primary responsibilities will be that of _____.

You will report to the **Head** or to such other officer as may be so designated and will be required to work closely with him/her in successfully implementing the business plans of the Company.

All other rules of the Company relating to internal procedures & limits like, leave, travel, office timings etc. will be applicable as per the prevailing policies of the Company from time to time. You will adhere to the rules and regulations set forth in the employee handbook, now or hereafter prepared, a copy of which has been or will be delivered to you and you will fulfill all employee obligations set forth in that handbook. It is specifically understood and agreed that the Company may change the terms of the employee handbook in its sole discretion and with prior notice of 15 days and the changes will be binding on the associate.

The Company reserves the right to make necessary changes to any of your terms and conditions of employment and will notify you in writing of such changes, three weeks in advance of implementing such changes. No further consent from your side will be required for the same and the company will be entitled to implement the same by providing the said notice period.

3. Background Checks:

As a part of the joining formalities, the Company may, at its discretion, conduct background checks to validate the details of education as well as previous employment details furnished by you. In addition, the company may, at its discretion conduct background checks on your identity, address provided & criminal records. In the event that the background check raises any concerns regarding your details, the Company reserves the right to ask you for further evidence, to substantiate the details that you have provided to the company. If you are not able to substantiate these details to the satisfaction of the Company, the Company reserves the right to take appropriate action against you, including, but not limited to, termination of your employment.

4. Cost to Company

Your annual cost to company will be as follows subject to the salary differential as mentioned:

Total CTC = Rs. (Location)		
	Monthly	Annual
Reimbursement	A	B
Fixed CTC	A'	B'
Total CTC = Rs.	=(A+A')	=(B+B')
	Monthly	Annual

Breakup as follows		
Basic		
HRA		
General Allowance		
Sub total		
Less: PF		
Less: Professional Tax (As applicable)		
Take Home before Tax		
Periodic Payments		
Medical Allowance/Reimbursements		
LTA		
Bonus		
Employers PF		
Gratuity		
Sub Total Periodic Payments		

- i. You will be entitled to the benefits of Provident Fund as per the provisions of the "Employees Provident Fund Act, 1952" and "Employees Pension Scheme, 1995".
- ii. You shall also be entitled to Gratuity after completing 5 years of service as per the "Payment of Gratuity Act, 1972".
- iii. Please note that all amounts payable to you shall be subject to deduction of tax and such other deductions as are required to be made in terms of the laws for the time being in force.

5. Training cum Probation Period

This training cum probation period will allow the Company to evaluate your performance and aptitude. Subject to acceptable level of performance as shall be determined at the sole discretion of the Company in the confirmation review which will be done after a period of **6 months** from date of joining, you will be confirmed, in writing. In case you do not achieve acceptable levels of performance you shall be deemed to be on probation for an additional period as the company may at its discretion decide upon. The company reserves the right to confirm your services before the end of training cum probation depending upon your performance.

6. Conditions of Employment

Whilst employed by the Company:

- i. You will be expected to adhere to all the rules and policies of the Company, which may be changed at the discretion of the management from time to time.
- ii. You will be required to effectively carry out all duties and responsibilities assigned to you by your manager/supervisor and others authorized by the Company to assign such duties and responsibilities.
- iii. You confirm that you have disclosed fully all of your business interests to the Company whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any immediate relatives. Also you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- iv. You must not accept for personal benefit any loans, money, gifts, services or other benefits having any value from any person or company doing or seeking to undertake business with us. You are also advised not to take loans or give loans to your colleagues for any reason.
- v. You agree not to undertake any other employment simultaneously or engage in any external activities of a commercial nature without prior written approval of your manager.
- vi. You must at all times be fair and honest in all your dealings with our employees and our clients/customers. You must conduct yourself in a manner that demonstrates commitment to the highest standards of personal integrity and in ways that respect the reputation and position of trust placed upon you by the Company.
- vii. Your conduct at all times must be exemplary and you must not at any point of time engage in or knowingly permit any kind of activity/ behavior that may be construed as irregular business conduct. This encompasses bribery, commission sharing, embezzlement or misappropriation of company funds or property, falsification of records or returns, and/or improper usage of company facilities and plagiarism of written material / reports of other companies.
- viii. You must at all times be aware of the image and reputation of the organization and consciously avoid engaging in any behavior that may adversely affect its reputation.
- ix. Any violation of the provisions hereof or of any other Company procedure whether documented or emerging from practice, can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.
- x. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and

procedures. To this end you shall sign a copy of this Letter of Appointment and such signature is a condition precedent to your acceptance of this letter of Appointment and employment with us. Please further be advised that any breach in the view of the Company, may result in action being taken against you, which may be criminal or civil in nature as it may pertain to the context and may lead, further, to forthwith termination of your services from the Company without notice or compensation in lieu thereof. Further, in such an event you shall also forfeit any amounts that may be outstanding and owed to you by the Company, without prejudicing any right of the Company to claim any sums being at such time outstanding and owed to the Company by you.

- xi. While on the rolls of the company you will not deal directly / indirectly, nor will you trade directly / indirectly in shares, stocks, debentures on any stock exchange. You will disclose to the company on joining any outstanding positions in shares, stocks, securities, debentures on any stock exchange within / outside India.
- xii. Disclosure of this offer of employment and or your remuneration to any person within or outside the company at any time during the period of your service with the company shall amount to an act of misconduct which will be dealt as per the provisions of clauses 13 (i.e. notice period) and 18 (i.e. consequences of breach) of the appointment letter.
- xiii. The age of retirement / superannuation from the Company is 58 years.

7. Confidentiality

- i. As an employee, you may at some point of time be exposed to information, which is of a confidential nature and is invaluable to the organization and/or its clients. It is your responsibility to take the necessary steps to protect such information from misuse. You shall not, at any time hereafter for any reason whatsoever, unless mandatorily required to do so by law, divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers/clients without prior written approval of your manager/supervisor. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential. Information shall not be deemed to be publicly available merely because it is embraced by general disclosures or because individual features or combinations thereof are publicly available.
- ii. You also agree that during your employment and thereafter, you shall not make, use or permit to be made or used by any other person any note, memoranda, data or other means relating to any matter within the scope of the business of the company or concerning any of its dealings or affairs.

8. Classified Information

You expressly understand that for the proper and efficient conduct of its business, the Company shall receive from different sources certain classified information and material. "Classified information and material" shall mean and include all such information and material which the Company is under an obligation, contractually or under the laws, rules and regulations of India or any other country, to keep confidential and secret, and whose disclosure may be permitted subject only to compliance with specified terms and conditions. It is also understood by you that such information and materials shall be received by the Company under a legal obligation to safeguard and protect its confidentiality, and that any unauthorized disclosure thereof would violate the said legal obligation and invite penalties under law. You agree to respect the confidentiality and security of such classified information and material and undertake that you shall have continuing individual responsibility at all times for safeguarding such classified information and material to which you may have access during your employment with the Company, and that you shall not disclose or release the said classified information and material to any unauthorized person.

9. Proprietary Information

You shall use your best efforts at all times to exercise utmost diligence to protect and safeguard the proprietary information ("Proprietary information" includes trade secrets, information relating to accounting, cost, research and development, marketing strategies, sales, current and future product specifications and product/business plans including product features, capability and applications, technology (whether patented or not), systems, tools and techniques, technical know-how and processes, hardware and software design details, circuits, software, source code, object code and similar items whether belonging to the Company or to others with whom the Company has a business relationship) to which you may have access during the course of your employment with the Company. Neither during your employment with the Company nor thereafter for a period of five years shall you, directly or indirectly, use for you or another, or disclose to another (an unauthorized person), any Proprietary information (whether acquired learned, obtained or developed by you alone or in conjunction with others) of the Company or others, except as such disclosure or use may be required in connection with your employment with the Company or may be consented to in writing by the Company.

That you shall, upon request by the Company, at any time, including the event of termination of your employment with the Company, promptly deliver to the Company, without retaining any copies, notes or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plates, sketches, plans, specifications or other documents and materials whether printed on or stored on any computer media, or any other form relating directly or indirectly to any

Proprietary information made or compiled by or delivered or made available to or otherwise obtained by you.

You further expressly understand and agree that each of the foregoing obligations shall also apply with respect to proprietary information of the Company's customers, contractors and others with whom the Company has a business relationship, learned or acquired by you during the course of your employment with the Company.

You may possess proprietary information of third parties and you may have ongoing obligations to third parties with respect thereto. The Company expressly requires that you shall honor such ongoing obligations to such third parties and that you shall not use, for the benefit of the Company, or disclose to the Company, any such proprietary information.

10. Copyrights

You agree that all rights in and to any copyrightable material, including but not limited to computer programs, analyst report, research report, databases, client profile report which you may originate pursuant to or in connection with the business of the Company, and which are not expressly released by the Company in writing, shall be the sole and exclusive property of the Company, its successors, assigns or other legal representatives.

11. Indemnity

You hereby confirm that as of the date of the commencement of your employment with the Company, you are not bound by any valid and subsisting agreement with any of your previous employers, which would directly or indirectly, restrain you from divulging any confidential information acquired (excepting any Classified or Proprietary Information) during the course of your previous employment(s). You agree that in the event of any breach on your part of any of the obligations, undertaken by you, you shall be solely and fully responsible for the same, and shall hold the Company harmless and shall fully indemnify it for any liability that may be lawfully imposed on the Company on account of such breach by you.

12. Information Security And Misuse Of Company Resources

You recognize and are aware that the Company computers and telephone networks are monitored and you are not entitled to privacy protection.

- i. You hereby agree that at no time will you use any of the company's resources for any benefit derived personally or to your family or any others. The term "resources" include property, premises, computer resources

(software & hardware), equipment, documentation, records, paper, and information systems. You further have a responsibility to the Company to immediately report, without exception, irregular business practices on the part of any other employees that may come to your notice.

- ii. Any use of the Company's computing power for the personal gain or in a manner inconsistent with professional conduct is strictly prohibited. This includes accessing internet sites irrelevant to the company business, downloading inappropriate material and/or material irrelevant to the business from the Internet; sending chain letters or other mass mailing which do not have a legitimate business purpose on the Company's network or printing/copying information not intended strictly for the benefit of the Company.
- iii. You will not install or download software from external sources without the express permission of your superior. You also agree to not install any unlicensed software on the Company's machines.
- iv. Any waste copies of Company Restricted Information that may be generated in the course of work must be shredded personally by you. You must ensure that the printer is not left unattended when printing any restricted information.

13. License

As an employee of the Company, you understand that it is your responsibility to read and be aware of any special licensing agreement that may pertain to any vendor package assigned to you for use. You understand that special licensing agreements for some software are likely to contain electronic serial numbers and that attempts to copy software so protected may result in its damage or destruction and you also recognize that it is your professional responsibility neither to participate in nor to encourage any violation of copyright provisions for vendor software. Before you authorize anyone else to use the computer and software for which you are responsible, you will ensure that they understand and agree to abide by the conditions of this agreement.

14. Notice Period

- i. Your services can be terminated by the Company at any point of time without giving any reasons or compensation during the probationary period. After you are confirmed, your services may be terminated at any point of time by giving you **90 days notice or salary in lieu thereof**. The company will not be required to provide any reasons for such termination.
- ii. You may discontinue working with the Company after giving 90 days Notice to the Company or pay to the Company 90 day's salary in lieu of the notice period.

This Notice period will be applicable whether you are in probation period and / or in the confirmed services of the Company.

- iii. The Company reserves the right to terminate your employment on any grounds whatsoever, including on grounds of misconduct or unsatisfactory job performance or violation of the Company's policies.
- iv. Notwithstanding the above or anything to the contrary as may be contained herein, your services can be terminated without notice or payment in lieu of such notice in cases of:
 - any breach of contract; or
 - on grounds of moral turpitude; or
 - absence for a continuous period of eight days without prior approval of your superior, (including overstay of leave/training)

15. On Separation

Upon separation from the Company on account of either resignation or termination you need to immediately return to the Company all the assets and property (including any leased properties) of the Company including documents, files, books, papers and memos in your possession or custody.

16. Non- competition

- i. When you cease to be employed by the Company or if your employment is terminated for any reason whatsoever, you hereby agree that you will not at any time during a period of 6 months from and after the date of such cessation / termination of employment, directly or indirectly as principal, agent, owner, employer, employee, representative, stockholder, partner, financial / stock broker, consultant, adviser, part time or full time, or in any other individual or representative capacity whatsoever, enter into or engage in any business of the kind now or hereafter being conducted by the Company or otherwise engage in the business of managing or operating a similar or related business.
- ii. You hereby expressly agreed that you, during the course of your employment with the Company and for a period of 6 months after termination or cessation of your said employment for whatever cause or reason, shall not:
 - a. Engage directly or indirectly, in any business or activity using Classified Information and Proprietary Information as defined hereinabove which would compete with the business of the Company.
 - b. Canvas or solicit, directly or indirectly, any customer/client of the Company.
 - c. Take up employment with any competitor.

You agree that the aforesaid provisions shall be applicable to your activities anywhere in India.

17. Severability

You agree that the restrictions and limitations stipulated hereinabove agreed to by you shall be mutually exclusive and severable to the extent possible and in the event of any such restriction or limitation being held to be unenforceable by a Court of Law. The validity of other restriction and limitation and other provisions of this Appointment Letter shall not in any way be affected and shall continue to be in full force.

18. Confidentiality Of Offer

- i. The terms of this offer are intended to be kept strictly confidential.
- ii. Agreeing to comply with the above terms is a precondition to your appointment with the Company. Failure to comply with any of the above terms in execution of your duties with us during your tenure with us (and after cessation of the same, in case of confidentiality) will lead to immediate dismissal and in some instances criminal or civil prosecution.

19. Consequences of Breach

You agree and declare that you are aware and understand that and do hereby accept and agree that:

- i. Any breach/ default of the terms herein shall constitute a civil / criminal offence under the applicable Indian laws and that the Company shall be entitled to institute civil / criminal prosecution against you for civil / criminal breach of trust and other applicable offences.
- ii. The above is in addition to and the Company expressly reserves all the other rights that may accrue to the Company as a result of breach /default.

20. Address

All communications between you and the Company shall be deemed to have been effectively served, if delivered or forwarded by Registered Post/Under Certificate of posting to the following addresses:

Company registered Address: _____

Your Address: _____

21. Arbitration and Jurisdiction

Any dispute or difference between the parties hereto arising under, out of or in connection with or in pursuance of this agreement / appointment letter shall be

referred to the sole arbitration of an arbitrator to be appointed by the Company in its sole and absolute discretion. The said arbitration shall be governed by the provisions of the Arbitration and Conciliation Act 1996 and /or the statutory amendments modifications or re-enactments thereof for the time being in force. The place of arbitration shall be _____. Any application that may be needed to be made, to any court in pursuance of the said arbitration clause shall be made before the courts in _____ and the courts in _____ shall have the sole jurisdiction to deal with all or any such questions.

The Company reserves the right to make necessary changes to any of your terms and conditions of employment and will notify you in writing of such changes three weeks in advance of implementing such changes. No further consent from your side will be required for the same and the company will be entitled to implement the same by providing the said notice period.

Kindly sign and return to the company this letter of appointment as having accepted the terms and conditions of appointment.

Warm regards,

Name of the Authorised Person

Designation
Human Resources

CONFIRMATION FROM THE APPOINTEE

I, _____, have read understood and accept all the above terms and conditions and agree to abide by the same.

Signature:

(Date):

(Place):