

February 26, 2021
HR/BP/0221/628805

Ms. Panchami Mogaveerthi
D/O Bhaskar belaku nilaya badabailu balkur,
Udupi-576211

Letter of Appointment

Dear Panchami,

- 1.0 Appointment:** We are pleased to offer you an **Appointment** in our company as **"Trainee Process Consultant"** The details of your entitlements and your salary are as per Annexure-III.
- 2.0 Date of Appointment:** Your effective date of Appointment will be on or before **February 26, 2021**. Any change in the date of joining will be communicated to you at the aforementioned contact details and such change will be at our sole discretion and without any liability on HGS.
- 3.0 Initial Posting & Reporting:** Your initial posting in the normal course will be **Bangalore** and you will report to the respective Business and/or Functional Head.
- 4.0 Documentation:** You are required to furnish the following at the time of joining duty-
- 4.1 Proof of age;
 - 4.2 Certificates supplementing your SSLC (10th Standard) and highest educational / professional Qualification attainments;
 - 4.3 Appointment & Relieving letter of your previous employer, as applicable;
 - 4.4 8 (eight) passport sized photographs;
 - 4.5 Form 16 or any other authenticated document supplementing your earnings and income tax deduction / Paid in the current financial year; PAN Card Copy.
 - 4.6 Photocopy of Passport, if available.
 - 4.7 Photocopy of your Aadhaar Card with number
 - 4.8 PF No. / UAN (Universal Account Number) of previous employment.
 - 4.9 ESIC Number of previous employment.
 - 4.10 Any other documents as may be required by the Company.
- 5.0 Terms and Conditions of Employment:** All the terms and conditions of your employment are attached here with as Annexure - I. The said terms shall (and as maybe modified from time to time) be applicable to you.

Please sign and return a copy of this letter within 3 days of receipt as a token of your acceptance.

Yours sincerely,

Vijay B S
Deputy Manager - Human Resources
Hinduja Global Solutions Limited

I have read the Appointment Letter and I fully understand and accept the terms & conditions contained herein

Signature: _____
Name: _____
Date: _____

Encl: Annexure - I & II

Annexure-I Terms and Conditions of your appointment

- 1.1 Remuneration Details:** The details of your entitlements and your salary are as per Annexure - II. Besides salary, you will be entitled to other benefits and privileges as per company's policy, which the company may from time to time introduce.
- 1.1.1** You will also be entitled to contributory provident fund and gratuity as per the rules and regulations of the company, subject to statutory provisions.
- 1.1.2** Deductions as applicable under law, namely tax deduction at source, fringe benefit tax etc., shall be made on the salary month on month.
- 1.1.3** Employees are required to submit their tax planning and investment plans for a given financial year to the company at the notified time and shall when called for submit proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.
- 1.1.4** You will be governed at all times by the policies, procedures and guidelines of the company related to salary, allowances, benefits and perquisites which are specified in this letter of appointment. Further, the Management may modify or change such allowances, benefits and perquisites from time to time, in accordance with its policies.
- 1.1.5** Also, you are required to keep your salary information confidential at all times and not to disclose to anybody in the company or to outside agency.
- 2.0 The other terms and conditions of your appointment are as follows:**
- 2.1 Training:** You will be initially, on training for a period of twelve months from the date of your appointment. Please note that the following special terms and conditions of service are applicable to you, only during the period of training.
- 2.1.1** Your continuation in the service of the company is subject to your satisfactory performance during the period of training and that the company reserves its rights to terminate your services in the event that your performance is found unsatisfactory.
- 2.1.2** You shall be entitled for a cumulative annual / earned leaves of 30 days, as per the HGS employee leave policy. However during the first 6 months of service, you are not encouraged to avail leave even though the earned / annual leave shall accrue to your account as per the Employee leave policy from time to time.
- 2.1.3** You will deemed to be confirmed on completion of 12 months of satisfactory completion of your training unless otherwise communicated to you by the company in writing. During the period of training your services may be terminated at the discretion of the management, with or without assigning any reason, with a week's notice or one week's basic salary in lieu of notice. During this period, you may also resign your appointment with one month's notice or payment of one month's basic salary in lieu of notice, at the discretion of the company.
Proviso: Provided, however, that the above requirement may be altered / modified in such manner as may be necessary for the company to discharge its existing and forthcoming obligations.
- 2.1.4** Please note that in the event of your not joining the Company on or before the date mentioned in this letter of appointment, this letter of appointment shall automatically stand revoked.
- 2.2 Work Week:** The standard work week is Monday to Friday / Saturday. You will be given day off(s) in a week as per the policy of the company. However, the actual day off(s) may vary from week to week in view of the nature of business of the company and the exigencies of work.
- 2.3 Regular Appointment:** On satisfactory completion of your probation you will be considered for regular employment in the Company. On being confirmed, the notice period for termination of service on either side will be 2 month, however your continuation in the service of the company is still subject to your satisfactory performance during the period of employment. Your services may be terminated at the discretion of the management, with or without assigning any reason, with 2 month's notice or 2 month's basic salary in lieu of notice. Similarly, during this period you may also resign your appointment with 2 month's notice or payment of 2 month's basic salary in lieu of notice, at the discretion of the company.
Provision: Provided, however, that the above requirement for notice may be altered / modified in such manner as may be necessary for the company to discharge its existing and forthcoming obligations.
- 2.4 Confidentiality:** You shall not, as per the terms of the non-disclosure agreement (NDA) signed by you and the terms herein, during employment or after cessation of employment, divulge, disclose or impart to any person/organization by word or otherwise particulars or details of systems, procedures, technical know-how, trade secret, administrative, financial or organizational matters pertaining to the company, which you may become aware of by virtue of your employment in the company. You shall maintain confidentiality at all times during the currency of this letter of appointment and otherwise all information in accordance with the company's confidentiality policy and sign such agreements that the company may require for the adequate protection of all its information.
- 2.5 Intellectual Property:** The rights to any invention, discovery or creation of any system or method related to the company's operation and arising out of any work done in the course of your employment shall automatically vest with the company. In this connection wherever required, the company may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort. The company may require you to sign invention assignment and such other agreements as may be necessary for the company to obtain patents and/or register its intellectual property rights. You will not, in any event be entitled to any compensation apart from as aforesaid for such acts. Notwithstanding anything contained herein and any rewards/compensation/performance bonus or other acknowledgment of whichever kind, shall be deemed to confer on you, any rights towards that invention, discovery, process improvement, or other intellectual property right in system or method.
- 2.6 Software & Legal Compliance:** The Company shall be the sole owner of any software developed by you during your employment with the Organization, having rights to sell, license, and control duplication, distribution and preparation of deliveries of the software. You shall not claim any income nor benefit from any such development at any point of time. You shall also sign a document to this effect if required by the company. Any duplication of licensed software is not allowed except for backup or archival purpose. You shall ensure that the Company complies with all statutory and/ or legal requirements with regard to the area of your responsibility.
- 2.7 Statutory Compliance:** You shall strictly adhere to the applicable laws and regulations in India and other country (ies) including without limitation work permits, immigration requirements, etc.
- 2.8 Company Property:** You shall take reasonable care in maintaining and protecting the assets, properties, facilities, software and hardware, if and when provided by the company, for your use. On demand, you shall take steps to return such assets, properties etc., back to the company in the same condition as given, subject to normal wear and tear, on cessation of employment or any other time, as may be required by the Company. Failing this, the company shall be entitled to recover such costs/ compensation as it may deem fit, keeping in view the cost of such assets, properties etc.
- 2.9 Job Assignment:** You may during the course of your employment be given any assignment either arising out of the company's business or that the management in its subjective judgment deems fit with reference to your skill sets, background, qualification or experience. Refusal to carry out such assignments as are allotted to you solely on, amongst others, grounds that it has not been part of your usual duties during your employment shall be deemed serious misconduct and grounds for immediate termination of employment. You will also not be entitled to any additional compensation for carrying out any such assignments/job.
- 2.10 Transfer:**
- 2.10.1** The company may in its business interest transfer you to any of its offices in India or overseas or to any subsidiary or associate company, whether now existing or still to be formed, on such terms and conditions as are applicable to such transfer and as per the company's policies.
- 2.10.2** Although the company will endeavour to ensure that such transfers do not cause any disruption to your status, however the company does not guarantee the continuation of any facility or perquisite in new situation. In the event that you are deputed to perform work on / at client sites, you hereby agree and undertake as follows:-
- 2.10.3.1** that you shall follow and be governed by the rules and regulations applicable.
- 2.10.3.2** That you shall honour and abide by the requirements under the work permits / approvals / consents and all related rules pertaining to your deputation, including amongst others requirements under the applicable VISA / Travel Program.
- 2.10.3.3** That you shall indemnify and hold harmless, the company, from all liabilities arising out of any act / omission attributable to your negligence or otherwise, whether arising in the course of employment or otherwise.
- 2.10.4** In all such cases of transfer you shall be governed by the company's transfer policy and procedure.
- 3.0 Other terms and conditions:**
- 3.1 Working Hours -** The business hours of the office are 9:30 A.M till 6:30 P.M and the company is operational on a 24/7/365 basis. You are expected to report to work promptly at the scheduled time each day as per shift that you are assigned to as required. This is for ensuring smooth conduct of work as per the company's policy.
- 3.2 Double Employment Prohibited:**
- 3.2.1** You will devote full time and attention to the work of the company and will not, during the tenure of your service, take any employment / assignment, direct/indirect business or work, honorary or remuneratory except with the prior permission of the management, in writing in each case.

- 3.2.2 You will not seek membership of any local/public body without obtaining prior permission of the management, in writing, in each case.
- 3.3 **Contact Details:** You will keep us informed of any change in your residential address, civil or marital status and other such matters.
- 3.4 **Statutory Deductions:** Taxes and other deductions such as Income Tax, Professional Tax and any other statutory payments would be to your account, including but not limited to those based on the information on tax planning and investment plans for a given financial year provided by you to the Company provided that you have, when called for by the Company, submitted proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.
- 3.5 **Company Regulations:** You will be governed by the policies and the procedures, in force, from time to time. You will also observe general decorum and discipline and shall be subject to the same policies and procedures as applicable to the regular employees of the company.
- 3.6 **Verification:**
- 3.6.1 **Verification:** Your appointment is subject to satisfactory verification of your character, antecedents and testimonials. This appointment is based on the details provided by you to the company.
- 3.7 **Declarations & Representations:** You are required to furnish, on your behalf and if married, on behalf of your spouse, full details of any external directorships held and any personal business interests including but not limited to partnerships, shareholdings and trusteeships; involvement in any other business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company of those external interests, including but not limited to involvement in political and non-political associations. You also represent and warrant that the investment and tax returns and proof of the same shall be genuine and that in the event that any of the same is found to be falsified or in any manner incorrect or unacceptable, that you agree to abide by any action that the Company may, in its discretion, initiate and as allowed under law and you shall indemnify and hold the Company harmless from such act/omission attributable to you.
- 3.8 **Annulment of Employment:** Please note that this letter of appointment shall stand revoked automatically (whether you have accepted it or not) and if you have already commenced employment with the Company and your employment will automatically terminate without giving rise to any claim for compensation or damages in your favor, but without prejudice to the Company's rights and remedies against you, in the following event/s:
- 3.8.1 if during the pre-employment or the post-employment background checks, the checking agency gives a negative report; or
- 3.8.2 in the event of unsatisfactory result of any of the Section 3.7 events;
- 3.8.3 in the event you are charged and/or arrested on allegations of having committed any offence, criminal, economic or otherwise;
- 3.9 **Termination for Breach:** In the event of a breach of any of the terms of the appointment letter and more specifically in terms of breach of any confidentiality obligations, the Company shall initiate disciplinary and such other action against you as it may deem fit and allowed under law, including but not limited to suspension and / or immediate termination from employment.
- 4.0 **Savings:** Notwithstanding anything contained herein, the company hereby reserves its right in the following manner: -
- 4.1 to proceed against you in such forum as it may deem fit in the event that you commit any material breach of this letter of appointment.
- 4.2 To waive off the requirements stated in the para 2.3 and 2.1.4, more specifically as provided in the proviso's therein.
- 5.0 **Validity of Appointment Letter:** This contract is valid, subject to (a) satisfactory verification as enumerated in para 3.6 above, (b) your acceptance of the offer within the time limit stipulated and your joining duties.
- 6.0 **Governing Law & Jurisdiction:** The terms and conditions of this letter of appointment/ employment contract shall be governed by the laws of India and disputes arising herein shall be subject to the jurisdiction of the courts at Bangalore or at your place of posting as on the date the cause of action of the said dispute is said to have arisen.
- 7.0 **Non-Solicitation:** - You hereby agree not to solicit or cause to be solicited, either during the currency of this letter of appointment and beyond (i.e. cessation of your employment with the Company, either voluntary or involuntary, any employee in the employment company, or directly or indirectly, individually or on behalf of any other person, firm, corporation or entity, (a) interfere with the Company's continuing relationships with its existing employees, (b) attempt to induce such other employees to leave their employment with the Company, (c) interfere with Company's continuing relationships with Company's suppliers or customers, (d) sell, attempt to sell or solicit the sale of products or services competitive with those of the Company to Company's customers, or (e) take any action to discourage or divert any supplier or customer from doing business with the Company
- 8.0 **Non-Compete:** - The Employee hereby understands and agrees that some restrictions on its activities during and post the Employee's employment is necessary to protect the goodwill and other legitimate interests of the Company. The Employee agrees to, during his employment with the Company, to perform for the Company such duties as it may designate from time to time and will devote his full time and best efforts to the business of the Company and
- 8.1 Whilst in employment, the Employee agrees not to undertake any planning for any outside business that may be directly or indirectly competitive with the Company and during employment with the Company;
- 8.2 For a period of one year after your cessation of employment with the Company the Employee undertakes not to compete, directly or indirectly, with the Company, whether as an employee, a consultant, agent, partner, owner, investor or otherwise.
- 8.3 The Employee also hereby undertakes, not to engage, in any manner in any activity that is or maybe at any point in time & in any manner competitive with the businesses of the Company
- 8.4 The Employee shall not, during his/her employment with the Company and for a period of twelve months thereafter, without the prior written approval of the Managing Director of the Company, engage in any other professional employment or consulting, or directly or indirectly participate in or assist any business with any current client or customer of the Company.
- 8.5 The Employee shall not, during his/her employment with the Company, engage in any gainful employment with any other Company.
- 9.0 **Representation.** The Employee represents and warrants that s/he is not subject to any court order, agreement, arrangement or undertaking, including but not limited to non-compete and non-solicit obligations or any other disability which may in any manner restrict the Employee either from accepting the terms and conditions detailed in this letter of appointment or from performing your functions and providing services under the letter of appointment.
- 10.0 **Interpretation/Severability.** If any term, condition, or provision in this Letter of appointment is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Letter of appointment. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.0 **Waiver of Breach.** Any waiver of the provisions of this Letter of appointment or of a party's rights or remedies under this Letter of appointment must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Letter of appointment or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Letter of appointment and will not in any way affect the validity of the whole or any part of this Letter of appointment or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Letter of appointment will preclude the enforcement by such party of any other right or remedy under this Letter of appointment or that such party is entitled by law to enforce.
- 12.0 **Survival.** All such provisions explicitly stated to survive the termination of this Letter of appointment and those which by the very nature and verbiage are intended by Parties to survive shall so survive termination or expiry of this Letter of appointment.
- 13.0 **Relocation:** expenses towards shipment of household goods/ car (as applicable); You are entitled to avail relocation assistance as per the HGS Employee Relocation Assistance Policy. In the event of voluntary cessation of employment with the company within one year from date of joining, You shall be liable to pay the amount received towards shipment of household goods and / or car as per the retention clause in the policy.
- 14.0 **Maternity Benefit** All women employees would be entitled for maternity benefits as per the prevailing Maternity Benefit Act
- 15.0 **Acceptance:** If the terms and conditions of appointment enumerated in this letter of appointment are acceptable to you, please sign the duplicate copy of this letter of appointment as a token of your acceptance of the appointment and the terms and conditions thereof and return it to the HR Department.

ANNEXURE II - SALARY & ALLOWANCES						
Candidate Name	Panchami Mogaveerthi					
Designation	Trainee Process Consultant					
Grade	PC2	Location	Bangalore			
Components	w.e.f - 10/01/2018		Monthly	Annual		
"A" FIXED						
Basic			4,396	52,752		
House Rent Allowance			1,750	21,096		
Shift Allowance			4,832	57,984		
"A" Sub-total - Gross Pay			10,986	1,31,832		
"B" RETIRAL BENEFITS						
Advance against Statutory Bonus			366	4,396		
Provident Fund - Employer's Contribution			1,107	13,284		
Gratuity			211	2,532		
ESIC Contribution - Employer's Contribution			369	4,428		
"B" Sub-total- Retiral benefits			2,053	24,636		
Total Salary Cost (A + B)			13,039	1,56,468		
"C" VARIABLE PAY						
Performance Incentives (@ 100% of given achievement targets)			1,000	12,000		
Onetime Retention Bonus #			500	6,000		
"C" Sub-total- Variable			1,500	18,000		
Total Cost to Company (A + B + C)			14,539	1,74,470		
"D" INSURANCE / OTHER BENEFITS						
Total Cost to Company: (A + B + C + D)			14,539	1,74,470		
Benefit / Scheme	Description			Value / PA		
# Onetime Retention Bonus	A onetime retention bonus of Rs.6000/- is paid on your confirmation post 6 months of your joining. An additional amount of Rs. 10,000/- on completion of 18 th months.			Rs. 16,000 pa**		
Performance Incentives	Will be paid every month on achieving process defined target goals as defined in table below. The first three month's performance incentive will be paid on target during the seventh month payroll.			Rs. 12,000 pa**		
Subsidized Transport Service	An indicative transport cost incurred by the employer for commuting between home to office and back which is a facility to avail and not to be encashed if not availed			Rs. 16,200 pa**		
Group Insurance in Lieu of EDLI (Under PF Act)	An Insurance benefit in the event of demise of an employee is provided under this Group Insurance Scheme during an employees term, to his Nominee/Family:			Rs. 6,02,000*		
Group Personal Accident	You are covered under group personal accident insurance policy of the company for a sum of -			Rs. 6,00,000**		
Group Term Life	You are covered under Group Term Life Insurance policy of the company for a sum of -			Rs. 1,00,000**		
ESI Scheme	Self and your dependent family members as declared will be covered under the Employees State Insurance (ESI) Act.			As applicable *p.m		
Gratuity	is payable on cessation of employment after a minimum of five years continuous employment as per the norms of the Gratuity Act or in the event of demise or permanent disability of an employee.			As applicable*		
Advance against provisional minimum statutory bonus	Provided @ 8.33% of your Basic pay (PA) subject to the clause: The advance against statutory bonus will be calculated on maximum Basic Pay subject to a ceiling of minimum wages of the Land			As applicable*		
Provident Fund	You will be covered under Employees Provident Fund (EPF) Scheme under PF Act.			As applicable *p.m		
Income Tax	Appropriate Income tax would be deducted in the payroll every month.			As applicable *p.m		
Professional Tax	If any as per the applicable rules in your state.			As applicable *p.m		
Performance Incentive Ratings and Earnings Table:						
Process Target achievement	Training period	>80-<85%	>85-<95%	>95-<100%	>100-<110%	>110%
PI Eligibility (%)	0%	50%	75%	100%	110%	125%
PI Eligible amount (Rs. p.m.)	0	6,000	9,000	12,000	13,200	15,000
PI Eligible amount (Rs. p.m.)	0	500	750	1,000	1,100	1,250

* Statutory Schemes are subject to change as per the Law from time to time.

** These are voluntary schemes offered by the Employer, which may change, including withdrawal at any time without any notice.

Vijay B S
Deputy Manager - Human Resources
Hinduja Global Solutions Ltd

Panchami Mogaveerthi
Date:

As per ESIC, family means all or any of the following relatives of an insured person namely - a spouse, a minor legitimate or adopted child dependent upon the insured person, a child who is wholly dependent on the earnings of the insured person and who is (a) receiving education, till he or she attains the age of twenty five years, (b) an unmarried daughter, a child who is infirm by reason of any physical or mental abnormality or injury and is wholly dependent on the earnings of the insured person, so long as the infirmity continues and dependent parents.

ATTESTED


Principal
Dr. B. B. Hegde First Grade College
Kundpaura - 576201