

(UNIT OF PATHFINDER EDUCATIONAL CENTRE LLP)

## Ref. No.: HR/APPT/FAC/AUGUST/2022/022

Date: 20.08.2022

#### LETTER OF APPOINTMENT

To. Mr.Biswanath Dey Faculty(Biology) 342/E Kalighat Road Kolkata-700026 Cont.: 7059103599/6291696513

# Sub: Appointment Letter for the post of FACULTY in BIOLOGY.

With reference to your discussion with us, we are pleased to appoint you as "FACULTY in BIOLOGY" on the following terms and conditions: -

- 1. Your appointment as "FACULTY in BIOLOGY" will take effect from the date: 21.08.2022.
- 2. Your gross remuneration, would be
- 3. Your appointment is based on the information furnished by you in your application and during the subsequent interview and discussion with us.
- 4. You have agreed to abide by the terms and conditions and the Rules of this organization in force as contained in the Employment contract to be reached between Pathfinder Educational Centre and you to this effect. You have also agreed to accept the assignment offered to you at the discretion of the Appropriate Authority in the organization.
- 5. The Employment Contract as mentioned above is enclosed for your kind endorsement.
- 6. You will follow the instructions as may be given by the CEO and other appropriate authorities and discharge your duties accordingly.
- years and your continuance as the FACULTY in BIOLOGY with our 7. You will be in Contract initially for organization will be subject to satisfactory completion of the Contract period-please refer to clause 1 of the employment contract.
- 8. Your service may be discontinued with immediate effect in case of violation of any of the Clauses of the Employment Contract and Rules and Regulations of the Organization.
- 9. In case of discontinuance of service from your end you are required to submit 'Two months' notice to the organization in compliance with the Employment Contract enclosed.

If the above points are agreed upon you are requested to sign the duplicate copy of this letter as token of acceptance of the offer and submit along with the enclosed information sheet duly filled-in for our record and necessary action.

Yours faithfully, For PATHFINDER EDUCATIONAL CENTRE

Machupaens Surry

Madhuparna Sreemany

(CEO) I accept the offer. I have joined/shall be joining on 21st Avgvet, 2022 which may please be allowed.

Biswanath Dey Signature SISWANATH DEY.

#### **Tata Medical Center**

14 Major Arterial Road (EW) Newtown, Rajarhat, Kolkata - 700 160 Tel.: + 91 33 66057000, Email : info@tmckolkata.com www.tmckolkata.com



8<sup>th</sup> July 2022

Ms. Srijani Goswami 17 M G Second Lane Haltu <u>Kolkata 700078</u>

Dear Srijani,

## Sub: Retainership at Tata Translational Cancer Research Centre, (TTCRC) Kolkata

With reference to your application and the subsequent meeting you had with us, we are pleased to avail of your services as a **Research Assistant** on the following terms and conditions:-

- 1. Your retainership with us will be for a period of 2 years effective 15<sup>th</sup> July 2022.
- 2. You will be based in Kolkata and will administratively and functionally report to the Director-TTCRC /any person as appropriate and as determined by the Organization from time to time for various activities and carry out the responsibilities assigned to you from time to time as per the instructions / office orders issued by the Management.
- 3. You will be paid an all-inclusive retainership fees of Rs. 25,000/- per month (Rupees Twenty Five Thousand Only).
- 4. Your retainership will be subject to all statutory deductions with the current provisions or as amended from time to time.
- 5. Your all inclusive retainership fee is confidential between you and the Organization and you are obliged to maintain absolute secrecy of the terms and conditions of your contract.
- 6. You will be on probation for a minimum period of 1 (One) Year from your date of joining subject to your performance being found satisfactory by the Organization and subject to management assessment of your quality of overall performance and specific delivery.
- 7. As per the Tata Group policy it is necessary to document your presence while on duty. Therefore, "swiping in" and "swiping out" is mandatory.
- 8. You will be eligible to 47 days all -purpose leave in a leave year as admissible on a pro-rata basis.
- 9. You are expected to honour this contract in letter and spirit by being available on the job.

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- 10. This contract may be terminated by giving 2 (Two) months' notice at any time, or on payment of Two months' retainership fees to you. Similarly, should you not wish to continue with TTCRC, you may do so by giving 2 (Two) months' notice or payment of two months' retainership fees in lieu thereof.
- 11. Your principal place of employment will be at Kolkata or such other location mutually agreeable to us and you. You may also be required to work for any associated or subsidiary company on transfer or secondment, either full time or part time. Your location while on assignment with the Company or any associated or subsidiary company could be in part of India or abroad as the management may deem fit.
- 12. Apart from your responsibilities, you will also be expected to take active participation in designing SOPs, Protocols etc., Training, JCI accreditation and all other professional duties and needs of the Organization as required from time to time.
- 13. You will be called upon to become a member of one or more Professional Sub Committees of the Organization (e.g. Infection Control, Drug Trials, Quality Control, Radiation Safety etc.,) as appropriate.
- 14. You will also be encouraged to present / publish Papers based on your work after due process of approval.
- 15. You will obey all the rules and regulations of the Organization in force from time to time.
- 16. You shall devote your whole time and attention to your engagement with the Organization and shall discharge your duties such that you undertake not to engage yourself directly or indirectly with or without remuneration in any other employment, service, outside practice in any form independently or calling of any nature whatsoever.
- 17. You can be subjected to the Organization's medical check-up by our Medical Consultant from time to time during the course of your engagement and the continuance of your engagement shall be subject to your being medically fit. In case there is any requirement for further investigations after the standard medical examination, the cost of such further investigation at Tata Medical Center will be borne by you.
- 18. Any misleading information furnished and/or suppression of facts or information, by you explicitly or implicitly or discovered by us or having come to our knowledge, at any time, having a bearing on your selection directly or indirectly for the contract offered to you hereinabove, will automatically render this offer as cancelled without any notice to you, apart from your being liable for any such action as provided under the Law/Rules and Regulations of the Government/Tata Medical Center.
- 19. You are to treat as strictly confidential all affairs of our organization and any information that may come into your knowledge and possession. You shall become liable for action against you for divulgence of this to any unauthorized persons which might prove detrimental to the interest of our Trust in our sole opinion and could be grounds for immediately terminating this contract without notice.

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- 20. You shall not even after the termination of this contract or at any time on your ceasing to be associated with us, disclose any information that has come to your knowledge during the working of this contract.
- 21. You will be required to adhere to the Tata Code of Conduct as applicable. Please visit the following link <u>http://172.16.100.78:81/tmcjoomla/index.php/admin-menu/tcoc</u> in the TMC intranet for further details and acknowledgement receipt of the same.
- 22. You will also be required to sign an IPR Assignment Agreement and a Standard Confidentiality Agreement. The confidentiality is to ensure that all proprietary information, intellectual property and documents obtained during your association with the company will not be utilized by you at any point of time to undermine the interests of Tata Medical Centre Trust, Kolkata and Tata Group companies(generally).
- 23. At Tata Medical Center (TMC), it is our desire to promote a healthy and congenial working environment irrespective of gender, caste, creed or social class of the employees. We value every individual and are committed to respect and protect the dignity of every individual. Therefore, we have zero-tolerance for sexual harassment and any act of sexual harassment will invite serious disciplinary action. Any employee who feels that they may have been a victim of sexual harassment is encouraged to report and discuss incidents, with an assurance of confidentiality and support from the organization. Kindly visit the following link in the TMC intranet: <a href="http://172.16.100.78:81/tmcjoomla/index.php/admin-menu/sexual-harassment">http://172.16.100.78:81/tmcjoomla/index.php/admin-menu/sexual-harassment</a>, for further details on the anti sexual harassment policy.

We welcome you to our Organization and we are sure that our professional relationship would be mutually beneficial.

We look forward to your association with us.

If you accept this Letter under the terms described above, please so indicate by signing and dating the additional copy of this letter in the space provided below, and return it to us.

Regards,

Yours sincerely, For Tata Medical Center

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(Dr. Pattatheyil Arun) DIRECTOR

l accept the Offer Letter on the above terms and will be pleased to join with Tata Translational Cancer Research Centre (TTCRC) effective from \_\_\_\_\_ (date). No other oral commitments have been made concerning my attachment and terms.

Printed Name: Ms. Srijani Goswami Date:



## Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014.

## Payslip for the Month of DEC-2022

Name : AMLAN MANDAL Design : Clerk Branch : CHANDPUR Loss of Pay: 0.00 SR No : 96836 Acc.No : \*\*\*\*\*\*1283 PAN No : \*\*\*\*\*232G DOB : 18-May-98 Last Increment Date: LFC Block:

DOJ: 18-Jul-22

Earnings	Salary for Current Month	Adjustments for Previous Months	Amount Paid (Rs.)	
Basic Pay	19900.00	0.00	19900.00	
Special Pay	1940.00	0.00	1940.00	
Transport Allowance	600.00	0.00	600.00	
House Rent Allowance	2238.60	0.00	2238.60	
Special Allowance	3263.60	0.00	3263.60	
Dearness Allowance	8500.13	0.00	8500.13	
Special Allowance DA	1270.19	0.00	1270.19	
Transport Allowance D.A.	233.52	0.00	233.52	

Deduction	Account No	Amount Recovered	Adjustments for Previous Months	Total Amount Recovered(Rs.)	
NPS Employee Contri		3034.01	0.00	3034.01	
Profession Tax		150.00	0.00	150.00	
Festival Advance		2400.00	0.00	2400.00	
Union fees (BEFI)		70.00	0.00	70.00	

Gross Earnings	37946.04	0.00	37946.04	Ì	Total Deductions	5654.01
Rupees Thirty Two Thousand Two Hundred Ninety Two and paise Three Only			Net Salary	32292.03		





PLICINE NO 033-2265-3645 / 0674248695 seaktahioren:@omail.com Wetrate: www.loratoseatdah.org

## Loreto Day School Sealdah

122, Acharya Jagadish Chandra Bose Road Kolkata - 700 014

01.01.2022

Ms. Saleha Siraji 7/1, Harshi Street Kolkata - 700 009

Sub: Offer letter for appointment on Probation as Assistant Teacher, with Loreto School, Sealdah.

#### Dear Ms. Siraji,

Based on your application and completion of formalities, the Managing Committee of this School is pleased to offer you an appointment to the post of Assistant Teacher in this School for the Senior Section with effect from 01.01.2022 to 31.12.2022 on PROBATION, subject to your written acceptance of the terms and conditions mentioned below together with the Service Rules that govern the School staff:

# 1. During the period of Probation you will be expected to perform:

- All duties consonant with teaching and care of students during school hours as assigned to you.
- (ii) Any reasonable duties out of school hours in connection with the charge of the students, when necessary and assigned by the Principal or her substitute authority.
- (iii) Your working hours shall be from 7:40 AM to 2:00 PM.

## Basic terms and conditions:

2.

- Besides duties mentioned above, you will be expected to take initiative to act and work in the interest of the School and its students.
- b. At all times, you are to follow directions given to you by the Principal or her substitute or any other person delegated by her with powers to issue directions on her behalf.
- c. During this period your monthly salary will be as per scale enclosed herewith.
- d. You will be entitled to leave as indicated in the Service Rules for Staff of Loreto Schools.

#### Ref No. HR/MAY/22/K1/60013953/1001216447

Date: 17.05.2022

#### DEBANJANA DUTTA AG-320,SARDAR PARA, KESTOPUR,SARDAR PARA West Bengal,India 700102

**Offer-cum-Appointment Letter** 

#### Dear DEBANJANA,

This is with reference to your application and subsequent Test and Interviews you had with us.

We are pleased to offer you an appointment as **Customer Service Associate** in the employment of the company subject to your joining on or before **20.05.2022**. The offer shall automatically lapse if you do not join.

Reliance SMSL Limited is engaged in the business of providing outsourced human resource services to their clients. Accordingly, you are assigned to our client to work as **Customer Service Associate** in Grade **K1** and shall perform duties that are assigned to you in connection with the Clients' business at their premises as may be advised from time to time. You will receive an Annual Gross Compensation (including Basic and allowances) of **Rs. 138000/- per annum** as below:

	Rs. per month	
Basic	6500	
HRA	5000	
Conveyance Allowance		
Monthly Gross	11500	
Annual Gross	138000	

You will be covered by applicable statutory benefits such as PF, ESI and Bonus etc. The compensation is subject to prevailing tax and other laws, policies, rules and guidelines. You are expected to keep your compensation strictly confidential.

Your appointment and subsequent continuation of employment with the Company is strictly based on your consistent delivery on the agreed performance parameters and compliance with the values and guidelines of the organization. The tenure of your employment shall be subject to the requirement of the services provided by us to our client and shall also be subject to the requirement of the project with the client.

The terms and conditions in this letter and the annexures thereto will form terms of appointment upon your joining.

Please sign and return a copy of this letter as a token of your acceptance of the terms and conditions of employment and return the same to HR at the earliest.

Please note the documents to be submitted on your date of joining as part of joining compliance. We wish you a long successful association with us.

Yours faithfully, For **Reliance SMSL Limited** 

Authorised Signatory

Signature of the Employee: Encl: Terms and Conditions of Employment - Annexure - I

#### Annexure - I

#### **TERMS & CONDITIONS OF EMPLOYMENT**

- Your employment is subject to being declared and remaining medically fit by a Medical Officer or by a Doctor specified by the Establishment. The Establishment has the right to get you medically examined by any certified Medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you will lose your lien on the job and your employment will come to end on the day you are found medically unfit by the Medical Officer.
- 2. Your appointment is based on the basis of the particulars such as qualifications etc. given by you in the application for employment. In case any information given by you is found false or incorrect, your appointment will be liable for termination without any notice or salary in lieu of notice.
- 3. The address as indicated in your application for appointment shall deem to be correct for sending any communication to you. Every communication addressed to you at the given address shall be deemed to have been served upon you. You will immediately notify change of address, if any.
- 4. All the above emoluments should be reduced to the extent of absence without leave or leave without pay. Only Basic Salary shall be reckoned for computing the contribution to the Provident Fund.
- 5. You are required to submit the following documents, if the same have not been submitted earlier

a. Certificates in support of Educational / Professional Qualifications, Experience, Date of Birth and other testimonials in original together with copies thereof;

b. Copies of your passport photographs with grey background;

c. Copy of Passport / Ration Card / Voter's ID / driving license or any other document as proof of your residence and photo identity.

- 6. You have hereby given no objection in the Company(Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that Reliance Retail has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.
- 7. You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, reference s, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.
- 8. You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.
- 9. Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.
- 10. In order to ensure the uniformity and maintenance of a good ambience before the Customers of the Establishment, the Establishment may at its option provide you with some standard dress code. You shall be present at all the times in a neat and tidy manner.
- 11. You are expected to keep your salary package strictly confidential and not to share any information regarding the salary.

- 12. During your tenure with the company and based on your job profile, you might be granted access to various IT applications with a unique user id and password. These credentials will be unique to you and cannot be shared with anyone. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the misuse of your credentials.
- 13. You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the client or Company as the case may be that may come in force from time to time. You shall observe discipline and rules of conduct applicable at the client's establishment of your posting.
- 14. You shall be entitled to leave and other benefits as per the rules and regulations governing client's establishment where you will be working. You will be entitled to a weekly off as may be notified from time to time. The weekly holiday may be staggered and determined as per the roaster.
- 15. You will be governed by the working hours prevailing at the establishment of your working. You will be notified your actual duty timings from time to time. You shall report and be present, accordingly at the client's designated location. You will be required to work in any of the shifts during the day or night. Your working hours may be staggered and you may be required to work in spells in the morning and evening. In case you being a female employee you shall be provided with due security escort up to your residence in case you work beyond 9 pm.
- 16. You will be required to work on any day of the year, including festival holidays, in the establishment of your posting. You will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.
- 17. Your employment is transferable to any other place / establishment / department / division / unit / branch / subsidiary / affiliate of our client / associate. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.
- 18. In normal course you shall retire from the services of the organization on attaining the age of 58 years.

a. If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

b. Return to work within 8 days from the commencement of such absence and

- c. Give an explanation to the satisfaction of the Management regarding such absence.
- 19. You will initially be on probation for a period of Six months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving one month in writing by either side or payment of one month#s Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, your services are liable to be terminated at any time without assigning any reason as per the provisions of statute governing your appointment. In case you wish to resign you will give us the notice as per the provisions of the statute governing your appointment. You shall attend duties till you are relieved from service in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.
- 20. Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty and commission of an act involving moral turpitude, any act of in-discipline or inefficiency. You may be placed under suspension pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- 21. You will be bound by the code of conduct, rules, regulations and office orders in force and framed by the company from time to time in relation to your service conditions, which will form part of your service conditions and terms of employment.
- 22. You may be laid-off on payment of 50% wages on account of shortage of work, materials, electricity and similar other reasons.
- 23. You shall extend all cooperation to the client's employees, customers, representatives, etc. and do all such things diligently, faithfully and to the best of your skill and ability as may be necessary to serve the client and perform all the duties entrusted to you from time to time. We expect you to work with the high standard of initiative, efficiency and economy.

- 24. You are shall engage yourself exclusively in the work assigned by the client, where you are posted for the time being and shall not take up any independent or individual assignments (whether the same as part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head. You will avoid any such issue which may result in a conflict between your personal interest and the interest of the client / company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the client / company. You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf at the place of your posting. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.
- 25. You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf at the place of your posting. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.
- 26. You shall not at any time either during the contract of your employment or at any time thereafter divulge any information that came to you during the course of your employment without prior permission in writing.
- 27. As we are manpower service providers to others, in case of any eventuality of our business being closed or terminated, your job is also liable to be ended automatically.
- 28. You will not enter into any commitments or dealings on behalf of the client / Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the client / Company or exceed the authority or discretion vested in you without the previous sanction of the client / Company or those in authority over you.
- 29. You may be selected and sponsored by the Company / or Client for familiarization / training assignments with our technical collaborators or any other institutions / organizations in India and/or abroad. You will diligently and beneficially take part in the training and such assignments. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.
- 30. The Establishment considers harassment and discrimination of any nature to be an unacceptable form of behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- 31. You will be responsible for the safe keeping and return in good condition and order of all the properties of the company that may be in your use, custody, care or charge. For the loss of any property of the company or client in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction. You will hand over the charge of letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the Company.
- 32. All proprietary information / material of the client that is made known to you during the term of work assignment shall be received in confidence and you shall not disclose or, except in performing the services, use any such information / material. You agree that all information, correspondence, documents, material or items provided to you by the client or by us are provided to you in trust and on completion of project / assignment or termination of the service, you shall promptly return all such material to the client or company, as the case may be.
- 33. You shall be required to sign and abide by the Policy on Ethics & Code of Conduct with the Company and shall undertake to sign such declarations that the Policy may demand from time to time.
- 34. It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.
- 35. In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

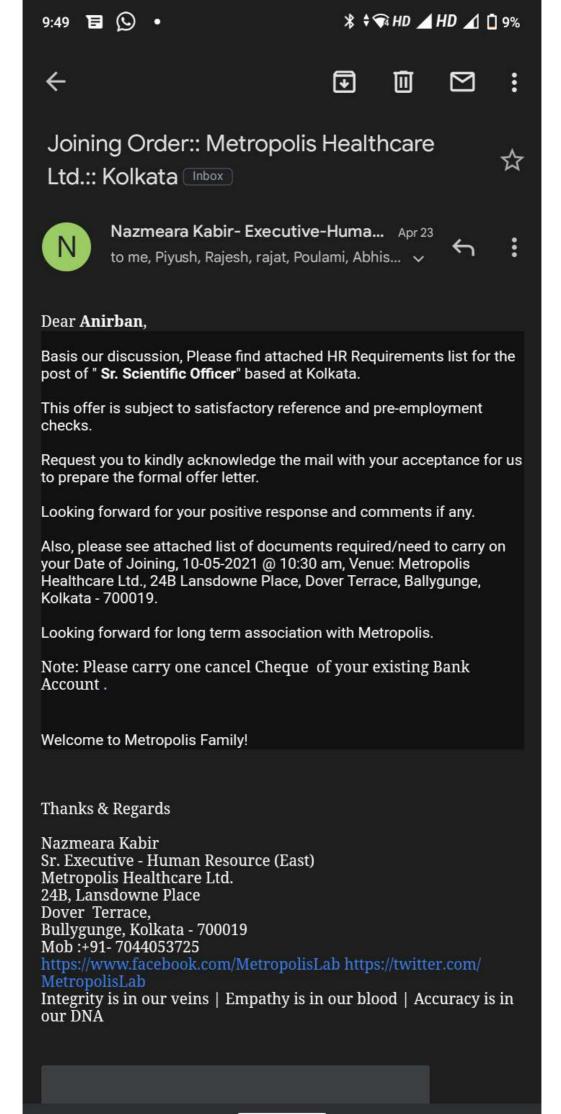
36. The various clauses of this letter are to be read, understood and interpreted in its entirety and none of the clauses are severable from the remaining.

I have read and / or have been explained the contents of the above contract of employment in \_\_\_\_\_\_ (language) and I hereby declare that I have fully understood the above terms and conditions and declare the same to be binding on me in its entirety and also give my consent to the clause no. 8 & 9 specifically.

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_



#### Government of India Department of Posts, India



## Office of the Platform Inspector, MA Howrah RMS Division, RMS WB Divn

#### ORDER OF PROVISIONAL ENGAGEMENT

#### PI/ GDS Cycle IV Rectt/2022 dtd 19-8-2022

2. Shri/Smt/Ms...SAGAR SAMANTA Son/daughter of Shri BISWANATH SAMANTA should clearly understand that his/her engagement as GDS ABPM/ Dak Sevak, MA HOWRAH In account with / under HRO Howrah RMS/HRO Howrah RMS shall be in the nature of a contract liable to be terminated by him/her or by the undersigned by notifying the order in writing and that his conduct and Engagement shall be governed by the department of Posts, Gramin Dak Sevak (Conduct and Engagement) Rules, 2020 as amended from time to time.

3. This <u>Provisional Engagement</u> is subject to satisfactory verification of the prescribed educational qualification, community certificate and other certificates, wherever prescribed. The candidate will have to undergo satisfactory prescribed Induction Training course and Practical Training as and when issued.

4. The engagement is provisional and subject to certificates being verified through proper channels. If the verification reveals that the claim of the candidate belonging to Scheduled Caste/Scheduled Tribe /Other backward classes/(not belong to creamy layer)/ is false or educational certificates are not genuine or found unfit on Police Verification, his/her

Engagement shall be terminated forthwith without assigning any further reasons and prejudice to other criminal/legal action as may be taken under the provisions of Indian Penal Pote Code for production of false certificate as a consequence.

भारतीय डाक

5. The engagement of (Economically Weaker Sections) EWS candidates is provisional and is subject to the Income and Asset certificate being verified through proper channels and if the verification reveals that the claim to belong to EWS is fake/false the Engagements will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of fake/false certificate.

6. At the time of joining, you will have to give undertaking on bond paper of Rs.100/- that, you have adequate independent means of livelihood for yourself and your family and other than the TRCA(allowances) being paid to you by Govt.

7. The BPM will have to provide accommodation for Branch Post Office at Branch Office Village if the accommodation is not provided by Central Govt/State Govt/Gram Panchayat or any other local Body as per standard prescribed by Directorate order no.17-31/2016-GDS dated 25.06.2018 & 28.09.2018 (which has already been mentioned in notification As per Rule 3-A(vii) of GDS (Conduct and Engagement) Rules 2020, you should take up residence in Post Office village within a month of selection but before engagement as it is mandatory to you by these Rules. Failure to reside in place of duty for GDS BPM after engagement shall be treated aa violation of conditions of engagements and liable for disciplinary action under Rule-10 of GDS (Conduct and Engagement) Rules, 2020 resulting in removal/dismissal from engagement.

7.1 Failure to reside within the delivery jurisdiction of the Post Office for other categories of Gramin Dak Sevaks after engagement shall be treated as violate of conditions of engagement and liable for disciplinary action under Rule 10 of the GDS (Conduct& Engagement) Rules, 2020 requiring removal/dismissal.

8. At present DARPAN devices are using Network Service Providers(NSPs) viz, Airtel, Voda-Idea & BSNL etc. for ensuring connectivity to Branch Post Offices. While providing accommodation for GDS BO, it should be ensured that, Network is available for any one of these NSPs.

9. You will have to furnish requisite Security Bond of Rs.1,00,000/- (Rs. One lakhs only) for five years by remitting requisite premium per annum and application in prescribed form to concerned Postal Co-Operative Society through Drawing and Disbursing Officer.

10. You will have to furnish declaration for having knowledge of cycling. If you are having knowledge of riding a scooter or motor cycle, that may be considered as knowledge of cycling. The candidate has to submit a declaration to this effect and has to produce driving license.

If any information or documents submitted by the candidates is found false / incorrect at a later stage, his/her engagement shall be terminated in accordance with Rule 8 of GDS (Conduct & Engagement) Rules, 2020.

RMS WE Divn Division RMS WE Divn RMS WE Divn RMS WE Divn

A copy of this memo is issued to:

Y. The candidate......SAGAR SAMANTA

Samanta Para, Samanta Para, Ghoshpur, Howrah, 711401

II. PF of the candidate

III. Postmaster /SPM..... HRO Howrah RMS/HRO Howrah RMS

V. The Division for information.

VI. O/C/Spare

# CONSULTING ENGINEERS

Regd. Office : 24 Park Street, Kolkata 700 016, India Phone : (91) 33 4512 4500, 2249 7609/7610/7612 Fax : (91) 33 4012 4545, 2249 2340 E-mail : dol@dolgroup.com, Website : www.dopl.net.in CIN : U45201WB1970PTC027727

DCPL/0274

Ms. Prajna Paul 14/5, Nilgunj Road Belghoria Kolkata-700 056

July 5, 2022

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Madam,

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This has reference to your subsequent interview with us. We are pleased to inform that you have been selected for training under this organization as an Engineer Trainee – Process under the following terms and conditions, subject to execution of Contract & Agreements (enclosed):

- 1. You will be required to enter into agreements to serve this organization for a minimum period of three (3) years from the date of commencement of your Training. First year of the training shall be in accordance with the Agreement approved by the Director of Training & Regional Central Apprenticeship Adviser under the Apprenticeship Act, 1961 as amended in 1972. You will also be required to register with the aforesaid Authority.
- 2a. You will be paid a consolidated basic salary per month at the rate of Rs. 15000/which will comprise the following:

i) Basic ii) CCA iii) Conveyance Allowance iv) Incentive	•	Rs. 7500/- Rs. 800/- Rs. 1600/- Rs. 5100/-
<ul> <li>You will also be paid per month the following:</li> <li>i) House Rent Allowance</li> <li>ii) Performance Bonus/Other Allowances</li> <li>GROSS SALARY</li> </ul>		Rs. 4500/- Rs.10500/- <b>Rs.30000/-</b>

- 3. Your services are liable to be transferred at the discretion of the Company to any of the offices or the offices of its Associates anywhere in India.
- 4. Your Training will commence on 25.07.2022.
- Please report to our Kolkata Office on the date of commencement of your training at 8.45 a.m.

Please return to us the duplicate copy of this letter duly signed by you as a token of acceptance of our offer.

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Very truly yours, DEVELOPMENT CONSULTANTS PVT. LTD.,

Chairperson

13/2/6, Mahendra Roy Lane, Kolkata 700 046 Tel: 8981311766



Date: 20.04.22

#### **OFFER LETTER**

Sister Warisha Sarfaraz,

We welcome you at Jibreel International School. Subsequent to the meeting between you and the Human Resources Management of **JIS**, we are pleased to make an offer of employment for the session 2022-23 which can be renewed for the next academic year based on your performance.

Here we would like to congratulate you for being an integral part of the JIS family. We seek your cooperation in meeting our goal of producing good human beings.

Kindly note the following important points.

#### 1. Appointment:

1.1 You shall be appointed to the position of **Subject Teacher** at a monthly remuneration of **Rs.12500/-**

1.2 Your initial place of work shall be **Bypass Unit**.

1.3 Your appointment will be effective from 20th April, 2022.

1.4 On joining you shall report to the principal or any other person nominated by the management.

1.5 Your work hours would be 07:45 A.M. to 02:00 P.M.

1.6 You will be in probation of 6 Months and One Month observation.

1.7 As per school regulation you are required to furnish, before joining documentary proof of your last drawn salary, educational qualification and work testimonials and also you are free from any contractual restrictions preventing you from accepting this offer or starting on the above mentioned date. (Document check list)

Kindly sign and return a copy of this letter duly countersigned by you in acceptance of the terms and conditions set out herein.

We take great pleasure in welcoming you our school and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Yours sincerely,

Junaid Ali Fiza Zamadar HR Manager, Jibreel International School

I agree to accept employment on these above mentioned terms and conditions. I will report for duty on

Signed: Danish So faraz

Print Name.....

Date: 14 May ROD2.

Email: jibreelinternationalschool@gmail.com

Website: www.jibreelinternationalschool.com



Machino Polymers Limited Registered Office: Jindal House 8A Alipore Road Kolkata - 700027 Corporate Office: Plot # 2 Sector 33 NH-8 I Gurgaon - 122001 I Haryana I India www.machinopolymers.com I Tel.: +91-124-4684200 I Fax: +91-124-4684299 Email: administrator@machinopolymers.com I CIN: U25201WB1996PLC230863

Date: 30/07/2022

Ms. Rituparna Sen, Huzuri mall lane, Lebutala, Bowbazar, Kolkata-14.

#### Subject: - Letter of Intent

Dear Ms. Rituparna Sen,

Reference to your resume submission & subsequent interview you had with us on 14/07/2022, Machino Group is pleased to offer you the appointment as "Executive – R&D" for Machino Polymers Ltd. Gurugram with terms & Conditions agreed upon.

Please join Machino Group at the earliest but not later than 16th August, 2022.

Please bring the below listed documents, while joining Machino Polymers Ltd .:

- 1. Four recent passport size photos.
- 2. One copy of PAN card.
- 3. All original certificates for verification.
- 4. A set of photocopies of all original certificates including the copy of age proof & address proof also.
- 5. Copy of resignation, relieving letter & salary slip of last employer.
- 6. A copy of Health Certificate from Medical Practitioner (MBBS or above).

Thanking you,

Yours faithfully

For Machine Polymers Limited

Ambreen Faroogui General Manager – Human Resources

### **Machino Polymers Limited**

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acceptance so that we can prepare your offer letter accordingly.					
		Μ	IPL		
Heads		Monthly	Yearly		
Basic Salary		11691	140292		
House rent allowance		5846	70146		
Children Education allowance		200	2400		
Management allowance		7093	85116		
Uniform allowance		1000	12000		
Sub-total (1)		25830	309954		
PF(Employer Contribution)		1800	21600		
Gratuity		562	6744		
Bonus		974	11691		



# APPOINTMENT LETTER

Dear Ms. Koushani Roy,

This is in reference to your application for the post of Assistant Professor of Mathematics and Statistics and our subsequent interview in this regard.

We are pleased to inform you that you have been selected in our organization. You will be on probation for a period of 6 months unless otherwise specified and confirmed by NIMAS

On confirmation, you will receive a letter of confirmation by the management, with further terms and conditions. Please note the following terms and conditions:-

- 1. You will be entitled for any and every responsibility of NIMAS.
- 2. Your testimonials, photograph, etc., may be used or any promotional / marketing 3. Both the sides can serve a notice period of 15 days if decided to not continue.

Please sign the duplicate of this offer if you accept all terms and conditions. Your joining date will be 3rd March, 2022.

Thanking You,

For NIMAS

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Sudip Bhattacharya (Chairman)



#### **EMPLOYMENT AGREEMENT**

This **EMPLOYMENT AGREEMENT** made and entered into as of the August 26, 2022 (the "<u>Agreement</u>"), by and between Ipsos Research Pvt. Ltd, a company incorporated under the Indian Companies Act, 1956 and having its registered office at 1701, 17<sup>th</sup> Floor, F Wing,Lotus Corporate Park,Off Western Express Highway, Goregaon East.Mumbai - 400063, India (hereinafter referred to as the "<u>Company</u>", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), and **Subhrajit Dasgupta** residing at **Dakshin Pally, Rahara, Khardah (m), Rahara, North 24 Paraganas, West Bengal – 700118** (hereinafter referred to as "Employee").

#### <u>WITNESSETH</u>:

**WHEREAS**, the Company desires to employ Employee, and Employee desires to be employed by the Company, pursuant to the terms and conditions contained herein; and

WHEREAS, the Company and Employee desire to enter into this Agreement, as set forth below.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. **EMPLOYMENT.** 

(a) Company agrees to and hereby does employ Employee during the Term (as hereinafter defined) to render services to the Company and Employee hereby accepts such employment. Employee will have the title of **Analyst** and shall have the duties and authorities customarily associated therewith. The Employee will currently be working at the Company's **Bengaluru** office. However, employee is liable to be transferred to any of our other offices.

(b) Employee agrees that, during the Term, Employee shall devote Employee's entire working time, attention, energy, knowledge and skill exclusively to the Company's business and the performance of the duties and responsibilities assigned to Employee hereunder and as may from time to time be assigned to Employee. In addition to the specific duties assigned to Employee, Employee will be expected to perform such other duties as are commensurate with Employee's position and responsibilities, including without limitation, (i) exercising Employee's best judgment; (ii) safeguarding and saving the assets of the Company from waste; and (iii) following, maintaining, and implementing the business plans, budgets, business procedures and directives established and promulgated by the Company, as modified or amended from time to time. The Company and all of its affiliated companies are sometimes referred to herein collectively as the "Ipsos Group".

(c) During the Term, Employee shall not, except with the prior written consent of the Company, engage in any other business or enterprise, whether as owner, partner, shareholder, member, director, employee, consultant, advisor, retainer, contractor or otherwise.

(d) As a condition of employment, Employee agrees to be bound by and to comply fully with all Company policies and procedures for employees, including but not limited to all terms and conditions set forth in any applicable employee handbook, code of conduct, compliance manual or any other memoranda and communication applicable to Employee, including the Ipsos Book of Policies and Procedures and the Ipsos Green Book (as such materials may be amended from time to time) (hereinafter referred to as "Company Policies") and

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Employee agrees to execute all such documentation required by the Company in connection with implementing the Company Policies.

(e) Employee hereby represents and warrants that (i) Employee is not a party to any oral or written agreement which purports to restrict or in any other way affects Employee's ability to serve in the capacity in which Employee has agreed to serve, or to perform the duties or comply with the obligations which Employee has agreed to perform or comply with, pursuant to this Agreement; (ii) without limiting the foregoing, Employee is and was not a party to any written or oral agreement in respect of any claim, or currently or previously a party, deponent or target in any proceedings or investigations, nor currently or previously bound by any order or judgment, relating to or in connection with any of Employee's prior or existing employment relationships or directorships; and (iii) Employee will not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(f) Communication with the media may be part of Employee's duties, and Employee shall not make any disparaging or misleading comments or statements about the Company or its affiliated companies or any of their directors, employees or clients. Further, Employee shall not make any statement in respect of unpublished information, which may affect the Company's shares, debentures or other securities unless such statement has been agreed in advance with the Company.

#### 2. <u>Term</u>.

Subject to the provisions of this Agreement the term of Employee's employment hereunder shall commence on **September 01, 2022** and shall continue until terminated as provided in Section 7 below (the "<u>Term</u>").

#### 3. COMPENSATION.

(a) <u>Salary</u>. The Employee shall be entitled to an all-inclusive remuneration on a cost-tocompany basis. The compensation break-down is provided at Schedule 1 attached hereto.

#### (b) Employee Benefits.

<u>Benefit Plans</u>. Employee will be eligible for all aspects of the Company's benefits plans as per the applicable terms and conditions as outlined in the Schedule 1 which may be modified from time to time at the Company's sole discretion.

These benefits shall be governed by the terms and conditions of the applicable benefit plans and other documents and such benefit plans and the terms of coverage may be modified from time to time by the Company in its sole discretion. More information on the specific details of the Company's employee benefits can be made available to Employee under separate cover if required.

(c) <u>Acknowledgment</u>. Employee further acknowledges and agrees that he/she understands that the Company is a dynamic organization and its compensation program is under constant review and may change during the course of Employee's employment with the Company.

(d) <u>Payment Terms</u>. The Company may withhold from any amounts payable under the Agreement such taxes as may be required to be withheld pursuant to any applicable law or regulation.

(e) <u>Probationary Period</u>: You will be on probation for a period of **six months** from the date of joining. Unless notified otherwise your services will be confirmed automatically immediately after the completion of your probation period.

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#### 4. <u>LEAVE</u>

Unless otherwise specifically indicated in this Agreement, Employee will be entitled to leave each year, or a pro rata portion thereof in any partial calendar year, during the Term, plus all paid holidays generally provided by the Company to its full time employees, as provided in the Company Policies.

#### 5. **REIMBURSEMENT FOR CERTAIN EXPENSES.**

Employee shall be entitled to incur on behalf of the Company reasonable and necessary expenses in connection with Employee's duties in accordance with policies adopted from time to time by the Company. If such expenses are paid in the first instance by Employee, the Company shall reimburse Employee therefore upon presentation of appropriate documentation. Any tax liability imposed upon Employee by reason of payment or reimbursement of expenses shall be the responsibility of Employee.

#### 6. **<u>RESTRICTIVE COVENANTS.</u>**

(a) Confidentiality and Non-Disclosure. The Company's clients expect that the Company will hold all business-related information about the client, including the fact that they are doing business with the Company and the specific matters on which they are doing business, in the strictest confidence ("Client Confidences"). Employee acknowledges that, during the course of Employee's employment, either with the Company or with an Ipsos entity or assign, Employee will have access to such Client Confidences. Employee acknowledges that, during the course of Employee's employment, she/ he will have access to information relating to the Company's or the Ipsos Groups' business that provides the Company with a competitive advantage, that is unique and novel to the Company, that is not generally known by persons not employed by the Company, that could not easily be determined or learned by someone outside the Company and that the Company has taken steps to protect, and that is disclosed to Employee only in strict confidence, including, without limitation, trade secrets used, developed or acquired by the Company in connection with its business ("Confidential Information"). Such Confidential Information, whether or not explicitly designated as confidential, includes both written information and information not reduced to writing, and includes information and unique proprietary knowledge of the identity, characteristics, and preferences of the Company's clients, including Client Confidences, internal corporate policies and strategies of Company, pricing, financial and sales information, personnel information, forecasts, business and marketing plans. Employee acknowledges that the Company at all times retains ownership and control of its Confidential Information, that unauthorized use or disclosure of Confidential Information will damage the Company's business, and that the restrictions contained in this Agreement relating to Confidential Information are reasonable and necessary for the protection of the Company's legitimate business interests. Employee agrees to hold forever the Client Confidences and Confidential Information strictly in confidence and not to use, publish, disclose, divulge or disseminate, at any time, without the prior written consent of an officer of the Company (other than Employee), both during and after Employee's employment by the Company or its assigns, Client Confidences and Confidential Information except as may be necessary in the good faith performance of Employee's employment duties to the Company. Employee acknowledges that all Confidential Information including all documents, in hard copy or electronic form, received or created by Employee in connection with Employee's employment with the Company are and will remain the property of the Company. Employee agrees to return all such documents (including all copies) promptly upon the termination of Employee's employment and agrees that during or after Employee's employment, Employee will not, under any circumstances, without the written consent of an officer of the Company, disclose those documents to anyone outside the Company's affiliated companies or use those documents for any purpose other than the advancement of the Company's interests. Notwithstanding the aforesaid provisions, the Employee may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.



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(b) Employee understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to clients, salary information, benefits, or stock of Company employees, is only on a "need to know basis". Employee understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by Employee, and Employee agrees that he/she will not access any databases or tables other than those necessary to perform Employee's duties. The Employee understands that accessing a Company database or table that does not directly relate to the work required to be performed by Employee may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Employee also understands and agrees that sharing passwords, using another employee's password, or allowing someone to use a password that has been designated solely as the password of Employee, may, at the sole option of the Company, result in disciplinary action up to and including termination. Employee also understands review which databases and tables that Employee has been accessing at any time without prior notice to Employee.

(c) <u>Non-Competition</u>. Employee acknowledges that the Company is in a highly competitive industry and that Employees leaving the Company to join a competing business would jeopardize the Company's Client Confidences, Confidential Information and client relationships. Accordingly, the employee agrees that during the employee's employment with the Company, the employee will not directly or indirectly work for or with, own, invest in, render any services or provide advice to, or act as officer, director, employee, or independent contractor for, any person or entity that competes with the Company in the products or services it offers to its clients. Furthermore, the employee agrees and recognizes that any promotion to a senior position in the Company depends on the signature of a Non-Compete Agreement, which shall be enforceable during the employees' employment with the company and for a limited period, to be defined, after the termination of the employees' employment with the Company.

Employee acknowledges that, by virtue of Employee's (d) Non-Solicitation of Clients. employment with the Company, Employee has gained or will gain knowledge of the identity, characteristics, and preferences of the Company's clients, among other Client Confidences and Confidential Information, and that Employee would inevitably have to draw on such information if Employee were to solicit or service the Company's clients on behalf of a competing business. Accordingly, Employee agrees that during Employee's employment with the Company, and for one (1) year following the termination of that employment for any reason (whether voluntary or involuntary and whether with or without Cause), Employee will not, on Employee's own behalf or behalf of anyone else, directly or indirectly solicit or accept the business of, or perform any competing services for actual or prospective clients of the Company (a) as to which Employee performed services or had direct contact in the two (2) years leading to the date of Employee's termination from employment or (b) as to which Employee had access to Client Confidences or Confidential Information during the course of the last two (2) years of Employee's employment with the Company, or (c) in the case of a prospective client Employee was privy to or participated in any way (i) in direct contact with the prospective client, (ii) a request for proposal response, (iii) a proposal, or (iv) any written or oral presentation to that prospective client or prospective client contact during the course of the last two (2) years of Employee's employment with the Company. Employee further agrees that during Employee's employment, and for the one-year period thereafter, Employee will not encourage or assist any person or entity in competition with the Company to solicit or service any actual or prospective client of the Company covered by this paragraph, or otherwise seek to encourage or induce any such client to cease doing business with, or reduce the extent of its business dealings with, the Company.

(e) <u>Non-Solicitation of Employees</u>. Employee also agrees that for the one-year period following the termination of Employee's employment for whatever reason (whether voluntary or involuntary and whether with or without Cause), Employee will not solicit, recruit, hire or seek to hire (whether on Employee's own behalf or on behalf of some other person or entity) any person who is at that time (or was during the prior six (6) months) an employee, consultant or independent contractor of the Company.

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#### (f) <u>Intellectual Property</u>.

(i) Employee agrees to fully and promptly disclose to the Company, without additional compensation, all ideas, inventions, discoveries, improvements, designs, processes, production methods and technological innovations, whether or not patentable, copyrightable works, trademarks, service marks or other proprietary trade secrets which, while Employee is employed by the Company, are made, conceived or reduced to practice by Employee, alone or with others, during the Term and which are related to the business of or which result from tasks assigned to Employee by the Company ("Intellectual Property").

(ii) During the Term and for six (6) months after termination of the Employee's employment with the Company, Employee agrees to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. Employee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that Employee does not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by Employee (alone or with others) during the period of employment, shall be promptly disclosed to the Company.

(iii) Employee acknowledges that the Company owns all such Intellectual Property rights as works made for hire to the fullest extent of the law and, for the avoidance of doubt, hereby irrevocably, absolutely, unconditionally and perpetually assigns to the Company all worldwide rights in respect of the Intellectual Property in any and all media now known or hereafter developed, along with all existing causes of action, known or unknown. To the extent any assignment of Intellectual Property cannot be made to the Company or its designees, for any reason whatsoever, the Employee hereby irrevocably, absolutely, unconditionally and perpetually agrees to assign to Company or its designees, all of the Employee's right, title and interest therein or any part thereof. Employee agrees, at any time during or after Employee's employment, to sign all papers and do such other acts and things, at the Company's expense, as the Company deems necessary or desirable and may reasonably require of Employee to protect the Company's rights to such Intellectual Property, including applying for, obtaining and enforcing legal protection on such Intellectual Property in any and all countries. Employee hereby waives any and all moral rights in any and all Intellectual Property. Should the Company be unable to secure the signature of Employee on any document necessary to apply for, prosecute, obtain, protect or enforce the rights of the Company to any Intellectual Property, due to any cause, Employee hereby irrevocably designates and appoints the Company and each of its duly appointed officers and agents as Employee's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance and enforcement of the rights of the Company to any Intellectual Property, with the same force and effect as if executed and delivered by Employee. The Company reserves the right to appoint another attorney in lieu of the attorney appointed hereinabove. Employee confirms that the rights that vest with the Company in relation to the Intellectual Property shall not be deemed to have lapsed if the Company does not exercise the rights for any period whether under the provisions of Section 19(4) of the Copyright Act, 1957 of India or any other similar provision under any law of any jurisdiction.

(iv) Employee represents and warrants that he/she will not use or integrate in the Intellectual Property any third party materials or data that are not validly licensed to the Company unless previously authorised by Employee's reporting officer in the Company. Employee represents and warrants that Employee has not violated the intellectual property rights of any third party and covenants that he/she shall not violate the intellectual property rights of any third party in the course of his/her employment with the Company. In the event the Company is held liable for Employee's violation of any intellectual property rights, Employee undertakes to indemnify the Company and its affiliates against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.

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(g) <u>Breach</u>. In the event that Employee violates any provision of this Section 6 of this Agreement, the time periods set forth in those paragraphs shall be extended.

(h) <u>Survival</u>. The terms of this Section 6 shall survive any termination or expiration of this Agreement according to their terms, or if no term is specified, in perpetuity.

#### 7. **TERMINATION.**

(a) Notwithstanding Section 2 hereof, the Term shall terminate upon the earliest of the following dates or events (the "<u>Termination Date</u>"):

(i) The date of the death of Employee;

(ii) In the event Employee shall be unable, by reason of physical or mental disability/illness (or disablement), to perform Employee's duties hereunder for a cumulative period (leaves excepted) of sixty (60) days in any consecutive twelve (12) month period (to the extent it would not violate applicable law) and the Company shall elect by notice in writing to terminate Employee's employment hereunder for such reason (to be effective immediately or on such later date specified in such notice);

(iii) In the event that the Company shall elect to terminate Employee's employment for Cause, in connection with the occurrence of any event described in Section 7(b) below;

(iv) In the event Employee shall elect to terminate Employee's employment in either state of employment, i.e.,

(a) During the probation period, on one month's written notice to the Company; or

(b) Post completion of probation period and on confirmation automatically or otherwise, on **two months'** written notice to the Company,

In either of the above situation the release will be governed by the general terms and conditions of employment in force at that point in time. After submission of resignation letter, you may opt for early release, instead of serving the entire notice period, the same can be done only on written approval from the Concerned Head. In such an event the payment in lieu (last base salary) will be deducted from the dues. All the other formalities regarding release will be governed by the general terms and conditions of employment in force at that point in time.

(v) In the event the Company shall elect to terminate Employee's employment for any reason other than Cause, Company shall give Employee prior written notice of termination as per the below state of employment or equivalent monetary compensation (last base salary):

(a) During the probation period, on **one month's** written notice to the Employee; or(b) Post completion of probation period and on confirmation automatically or otherwise, on **two months'** written notice to the Employee,

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(b) For purposes of this Agreement, the term "<u>Cause</u>" shall include but not be limited to the occurrence of any one or more of the following acts or omissions by Employee: (i) material failure, or willful and material refusal, to perform Employee's duties under this Agreement; (ii) intentional insubordination; (iii) misconduct (as provided in the Company Policies and/or under applicable labour law), negligence, fraud or dishonesty in the performance of Employee's duties; (iv) alcoholism; (v) habitual substance abuse or possession of illegal drugs; (vi) conviction for any criminal offence that is in the Company's sole discretion materially harmful to the Company or its reputation; or (vii) misrepresentation or breach of any representation and warranty, covenant or agreement in this Agreement or any other agreements between Employee and the Company.

(c) For purposes hereof, the "Termination Date" shall be the last day of the period in which the termination notice is given (such period, the "<u>Notice Period</u>"), *e.g.*, if six (6) months' notice is required, the date of termination of the Term shall be the end of the 6<sup>th</sup> month after notice is given, unless a later date is agreed to by the parties, in which case the Termination Date shall be the later date.

(d) The Company may, in its absolute discretion, require Employee at any time during the Notice Period (or in case of any suspension) not to attend Employee's place of work and/or not to perform any duties for the Company or to perform any such duties, projects or tasks as are expressly assigned to Employee by the Company. Employee shall continue to be employed by the Company during such period and therefore shall be eligible to receive Employee's full pay and benefits. During any such period, Employee shall (i) notify the Company of any change of address or contact details, or (ii) if requested by the Company, refrain from contacting employees, clients and professional contacts of the Company, (iii) cease to be an authorized signatory of the Company or hold a power of attorney for the Company, and (iv) continue to be bound by the express and implied duties of Employee's employment, including, without limitation, by the duty of fidelity and good faith owed to the Company.

(e) Notwithstanding anything to the contrary, if the employment of Employee is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganization of the Company or any other corporate action (including a transfer of establishment / unit / undertaking) and Employee shall have been offered employment with the company succeeding to the Company upon such event on terms no less favorable to Employee than the terms in effect under this Agreement then the Employee shall have no legal or contractual claim against the Company by reason of the termination of the employment.

#### 8. CONSEQUENCES OF TERMINATION.

(a) Upon the termination of Employee's employment with the Company, Employee shall not be entitled to receive any further compensation, benefits from the Company, except for payment of Employee's Salary accrued through the Termination Date, Employee's unreimbursed expenses, Employee's unused accrued leave (if applicable as per company policy) and such amounts required by applicable law or the terms of a benefit plan maintained by the Company (the "<u>Accrued Amounts</u>"); all of which would be payable in the full and final settlement.

(b) Except as provided herein, Employee shall continue to receive Employee's Salary and benefits as provided for in Sections Section 3(a) and 3(b) above during the Notice Period.

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(c) Any payments or benefits made or provided pursuant to this Section 8 (other than the Accrued Amounts) are subject to Employee's: (i) full and continued compliance with the provisions of Section 6 above and the other terms and conditions contained herein; (ii) delivery to the Company of an executed full and complete release of claims, with such terms as needed under then applicable law to give full effect to its intent and purpose; and (iii) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans.

#### 9. **RETURN OF COMPANY PROPERTY.**

If asked to do so by the Company at any time during Employee's employment, or automatically when Employee's employment ends, Employee will promptly return to the Company all original and copy documents (including those considered to be Intellectual Property, Client Confidences and/or Confidential Information), software and any other information-storing medium belonging to the Company and any other property belonging to the Company or belonging to any third party who has provided the property to the Company for its use and which is in Employee's possession or under Employee's control.

Employee agrees that Employee will confirm in writing that Employee has fully complied with these obligations if asked to do so by the Company. The Company may withhold any monies owing to Employee until Employee has complied with this obligation.

Employee will co-operate with any request made by the Company either during or after the termination of Employee's employment to provide access (including passwords and any codes) to any computer or other equipment (electronic or otherwise) in Employee's possession or under Employee's control, which contains information relating to the Company or its business. Employee will permit the Company to inspect, copy or remove any such information.

#### 10. COOPERATION.

Upon the receipt of reasonable notice from the Company (including notice from outside counsel), Employee agrees that while employed by the Company and thereafter, Employee will respond and provide information with regard to matters in which Employee has knowledge as a result of Employee's employment with the Company, and will provide reasonable assistance to the Company, its affiliated companies and their respective representatives in defense of any claims that may be made against the Company or its affiliated companies, and will assist the Company and its affiliated companies in the prosecution of any claims that may be made by the Company or its affiliated companies, to the extent that such claims may relate to the period of Employee's employment with the Company. The Employee agrees to promptly inform the Company or its affiliated companies. The Employee also agrees to promptly inform the Company or its affiliated companies. The Employee also agrees to promptly inform the Company or its affiliated to do so) if Employee is asked to assist in any investigation of the Company or its affiliated companies with respect to such investigation, and shall not do so unless legally required. To the extent that Employee incurs out of pocket expenses, the Company agrees to reimburse Employee for reasonable out of pocket expenses, as determined in the Company's sole discretion, incurred in connection with such cooperation.



#### 11. OTHER TERMS.

Except as otherwise provided in this paragraph, this Agreement shall inure to the benefit of (a) and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Neither this Agreement nor any right or interest hereunder shall be assignable by Employee, his beneficiaries, or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 11(a) shall preclude Employee from designating a beneficiary to receive any benefit payable hereunder upon his death, or the executors, administrators, or other legal representatives of Employee or his/her estate from assigning any rights hereunder to the person or persons entitled thereunto. This Agreement shall be assignable by the Company to a subsidiary or affiliate of the Company; to any corporation, partnership, or other entity that may be organized by the Company, its general partners, or its officers, as a separate business unit in connection with the business activities of the Company or of its general partners or officers; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership, or other entity or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred. In the event Employee begins working for, or providing services to any affiliated company, so much of this Agreement as may be appropriate under the circumstances shall be deemed assigned, without need for notices or any written instrument.

(b) Any notice to be given by the Company hereunder shall be sent by an email, overnight courier with receipt confirmation or by certified or registered mail addressed to Employee at Employee's address above written, and any notice to be given by Employee hereunder shall be sent by fax (with a confirmation copy by mail), overnight courier with receipt confirmation or by certified or registered mail addressed to the Company at its address above written, Attention: **Concerned Head** with a copy to the **Country HRD**, **India** Any party may change the address to which notices are to be sent by giving written notice of such change of address to the other, in the manner above provided for giving notice. No notice given hereunder shall be deemed to have been given unless actually received by the party to whom it is addressed, provided that a certified or registered mail receipt shall be conclusive evidence of receipt thereof.

(c) Employee hereby expressly agrees and acknowledges that the restrictions contained in this Agreement are fair, reasonable and necessary for the protection of the legitimate business interests of the Company and its affiliated companies and that any breach of this Agreement would possibly cause irreparable harm to the Company, and that the Company may not have an adequate remedy at law. Therefore, in addition to any other remedy which the Company might have, the Company, in such circumstances, shall be entitled to injunctive relief for any such breach. Employee hereby agrees that should the Company institute any action or proceeding for injunctive or similar equitable relief to enforce these covenants, Employee waives and agrees not to assert the claims or defenses that the Company has an adequate remedy at law or that the Company will not suffer irreparable damage. Employee also agrees that any request for such relief shall be in addition and without prejudice to any claim for monetary damages which the Company might elect to assert. This provision is a material inducement for the parties' acceptance of this Agreement.

(d) If any provision of this Agreement is held to be unenforceable by a court or other decisionmaker, the remaining provisions shall be enforced to the maximum extent possible. If a court or other decision-maker should determine that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

(e) This Agreement shall be governed by and construed in accordance with the laws of India. Employee hereby irrevocably consents to exclusive jurisdiction of the courts of Mumbai for the purpose of any legal proceeding relating to or arising hereunder this Agreement.



(f) The Company and Employee agree that (i) this Agreement and any documents incorporated by reference herein are the entire and only agreement between the parties respecting the subject matter hereof and integrates all prior offers, promises, agreements, representations, undertakings and covenants relating in any way to the subject matter hereof, and (ii) there are no other agreements, contracts, terms, provisions, promises, representations, undertakings, or covenants among or between the Company and Employee relating in any way to the subject matter hereof. This Agreement may be modified only by a written instrument executed by all parties hereto.

(g) Employee acknowledges that Employee understands the terms and conditions set forth in this Agreement and has had adequate time to consider whether to agree to them and to consult a lawyer or other advisor of Employee's choice if Employee wishes to do so. Employee enters into this Agreement with full understanding of the nature and extent of the restrictive covenants contained herein, and acknowledges that because of the nature of the Company's business, this Agreement would not be entered into without the restrictive covenants contained herein. Employee acknowledges and agrees that he is entering into this Agreement voluntarily and of his/her own free will in order to obtain the benefits of employment, continued employment, and compensation by the Company. Employee acknowledges and agrees that he has not been coerced or suffered any duress in order to induce him to enter into this Agreement.

(h) The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

(i) English shall be the governing language of this Agreement. In the event there is a conflict between the English version and any translated version, the English version shall prevail.

(j) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

(k) The Company may, in connection with Employee's employment, receive personal data relating to him or third parties associated with him (such as spouse or children). Such data may be received from Employee, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for relevant and limited purposes. By signing this Agreement, Employee expressly consents to the following; (i) the processing of his/her personal data by the Company; (ii) the collection and processing of sensitive personal data about Employee for limited purposes; (iii) the transfer worldwide of personal data held about Employee by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of Employee's personal images and voices in marketing material, videos, etc.; and (iv) treating any personal data to which Employee has access in the course of his employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to him.



(I) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

#### **IPSOS RESEARCH PVT. LTD.**

By: \_

Gaurav Ajmera Associate Director – Human Resources

Subhrajit Dasgupta



#### Schedule 1

#### Subhrajit Dasgupta Analyst

Particular	Per Month	Per Annum
Basic Salary	22,167	2,66,000
House Rent Allowance	11,083	1,33,000
City Compensatory Allowance	18,710	2,24,525
Children Education Allowance	200	2,400
Hostel Education Allowance	600	7,200
Leave Travel Allowance		22,167
Provident Fund (Company's contribution )		31,920
Gratuity		12,788
Total Cost to The Company		7,00,000

#### Insurance Benefits:

You will be covered under life insurance policy upto Rs 5,00,000 Lakhs. You will be also covered under Mediclaim policy of upto 3,00,000/- p.a.

#### Terms and Conditions:

"Ipsos reserves the right to restructure your compensation under the organization wide compensation restructuring program/ process. As an when such restructuring process will take place your compensation structure will be aligned to new changed structure without impacting your overall Cost to Company (CTC). As a result, your monthly gross salary or offered compensation structure might get an impact but your overall CTC will remain same."

pr V.



20 July 2022

ARIJEET CHAKRABORTY 6/295 Mahajati Nagar Agarpara Kolkata

#### **Dear ARIJEET**

Further to your recent interview, I am pleased to offer you employment with HSBC Electronic Data Processing India Private Limited ("Company"), with a commencement date of **24 August 2022**. Please report to the undersigned on **24 August 2022** at 09:00 AM at "HSBC House, DJ-6, Sector 2, Salt Lake, Kolkata-700 091". Please note that this offer of employment is conditional to the Company receiving from you, on or before **21 July 2022**, all relevant information and documents for background verification checks, as listed out in Annexure "BGV checklist of documents". This offer of employment is also subject to no adverse findings arising from any of the employee background verification checks required to be carried out by the Company. In the event you fail to ensure that the Company is in receipt of the required information and documents within the date mentioned above, or in the event adverse findings arise from any of the employee background verification checks, this offer will be automatically rescinded, or; if you have already joined the Company by such time, your employment with the Company will stand terminated without any requirement for any notice period or pay in lieu thereof.

You will be on probation for a period of 6 months which may be extended further for a period of 3 months during which your performance shall be reviewed by the Company. At the end of the probationary and / or extended probationary period you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by the Company.

#### JOB TITLE: Analyst, Compliance Analytics

Your Staff Number will be issued on joining the company.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with your grade in the company. On occasions for training purposes and to cover operational requirements you may also be required to undertake other duties at a higher or lower grade as necessary.

#### PAY

Your commencing remuneration – Total Cost will be INR **907154** per annum. The detailed break-up of your Total Cost is indicated in the attached annexure. You will also be covered under Hospitalization Insurance for a sum of INR **800000** per annum and under Personal Accident Insurance for a sum of INR **2975000**. You will also be covered under Life Insurance for a sum of INR **3400000** per annum. The Hospitalization Insurance cover is a family floater policy that gives flexibility in the usage of the cover amount as the entire entitlement amount can be utilized by either an individual or any member/s of the family (self, spouse, children-up to two). Details of the insurance scheme will be provided to you on joining the company.

Payments will be made on or around the 24th of each month for that calendar month; is subject in cases to Income Tax and other statutory deductions; and will be paid into an account, which will be opened in your name with Hong Kong and Shanghai Banking Corporation Limited. If you already have an account with Hong Kong and Shanghai Banking Corporation Limited, please provide us

with details as soon as possible.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Each year your performance will be reviewed and if a performance award (bonus) is applicable, this will usually be paid in March for your assessed performance in the preceding year.

#### SALARY ARRANGEMENTS

The Company will undertake an annual review of salaries, normally in March, and will notify all staff of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

In the event of an Income tax liability or any other tax liability inclusive of any statutory charges arising as a result of your employment with HDPI these will be borne by yourselves and HDPI shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with HDPI.

#### **DEDUCTIONS FROM PAY**

When your employment ends, if the number of days annual leave you have taken exceeds your pro-rata entitlement for the holiday year, an appropriate deduction will be made from your final pay.

Any leave balance outstanding in your name may be encashed subject to the discretion of the management.

If you are summarily dismissed, or leave the company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

#### **HOURS OF WORK**

Your working week will consist of 45 working hours. Your weekly day off need not necessarily be on Sundays.

#### SHIFT WORKING

The company may at any time on issuance of one month's prior notice in writing require you to work on a shift basis. In such circumstances, you will be allocated to an appropriate roster.

#### ANNUAL LEAVE

The company's holiday year runs from the first day of January to the last day of December in the same year.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account declared holidays and annual leave entitlement for the calendar year is 34 for all employees.

Employees with less than 1 year's service receive a proportional amount of annual leave entitlement.

You are required to take annual leave as mandatory leave as per the company guidelines.

Further information on rules applicable to the granting or taking of annual leave is available in your place of work.

#### **ABSENCE FROM WORK**

No salary will be paid for periods of unauthorised absence. Subject to you following the absence rules laid down by the company, normal pay will be continued during periods of authorised absence due to sickness, subject to any service criteria that may exist from time to time.

#### PLACE OF WORK AND MOBILITY

Your location will be **Kolkata**. However, you may be required from time to time to work at or from any office or location of the company or within different companies within the HSBC Group. A change of your place of residence may be required from time to time and you may be transferred from one city to another at the discretion of the management.

#### RETIREMENT

Normal retirement in the company is at age 60. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the company doctor.

#### **RULES AND REGULATIONS**

HSBC Electronic Data Processing India Private Limited, a member of the HSBC Group, is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

During the term of your employment with the Organization, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by HSBC. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including termination of employment.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to HSBC immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and/or being declared bankrupt during the course of your employment. Failure to disclose such information to the Bank as soon as practicable after the occurrence of such an event may result in disciplinary proceedings up to and including termination.

In the event that your duties require successful completion/certification of mandatory training such as Anti- Money laundering/ Sanctions modules etc. as prescribed by HSBC, you will need to ensure that this is successfully completed within the stipulated time period. In the event that you are unsuccessful, the management reserves its rights to either redeploy you to other duties or take suitable steps as deemed appropriate.

If your terms of employment are covered under any treaty of co-operation or MOU with any friendly nation and India, such employment shall cease immediately on withdrawal of such co-operation or MOU or a change in such agreement with India which has a significant impact on the terms of such employment including but not limited to duration, work permits or visa requirements, minimum remuneration requirements. However, should such change be minimal to an extent of change in documentation or approval procedures it shall be incumbent on the employee to get such documentation or approval obtained, from such appropriate authorities as required, failing which the employment shall cease immediately from such date of change.

Other specific rules and regulations that may apply in your place of work will be available to you immediately after commencement of your employment. These may be altered or modified from time to time by notice to you or by Company Circular.

### SECRECY

As a condition of employment, all employees are required to sign and return the company's Declaration of Secrecy Agreement that pledges confidentiality on all business matters appertaining to the HSBC Group, its subsidiaries, the company, and its customers. A copy is enclosed with this letter, for signature and return.

### **PERSONAL DATA**

Data relating to your job application and as an employee of HDPI, will be held on a Global HR database. Such data will be processed for human resources administration purposes. Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people. Vide acceptance to this offer letter; you consent to the above arrangements.

Access to the system and your personal data will be restricted and controlled to respect your privacy and ensure your personal data is not shared without proper authorization or shown to unauthorized people.

A form of consent to these arrangements is enclosed with this letter for signature and return.

### UNAUTHORISED SOFTWARE AND SYSTEMS ACCESS

You are required to sign a declaration concerning the company's rules on the above. A copy is enclosed with this letter for signature and return.

### STAFF DEALING PROCEDURES

Personal dealing in securities by company employees is subject to specific procedures, which may be amended from time to time, that must be strictly observed at all times. A copy of the current guidelines to staff will be made available to you when you commence employment. You are required to read it and familiarise yourself with it as soon as possible.

### DATA PROTECTION

Under the company's policies, all employees have a responsibility to ensure that computerised data is accurate and is kept secure. Unauthorised disclosure of personal data is a serious offence and can result in prosecution. Therefore, you must ensure that you:

do not disclose personal data without authority do not access information or systems not directly relevant to each task do not treat personal data carelessly lock all printouts away when not in use do not disclose your computer password to any unauthorised person.

Many employee details are maintained on a computerised database. A copy of your details will be forwarded to you from time to time and, in accordance with company policies a copy will be made available on written request.

Under the company's policies, it is important that the company's restricted or highly restricted personal records are maintained as accurately as possible. You must notify the company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

### **NOTICE PERIOD**

### TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of Gross Misconduct you are entitled to a minimum notice of termination of **3** months from the company, or pay in lieu of notice period.

During probation, you are entitled to a minimum notice of termination of 1 month or pay in lieu of notice period.

The company's notice may be handed to you personally or sent to your last recorded address.

The company reserves the right to ask that you no longer attend your place of work for the duration of your notice period.

### TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one month notice in writing. Post confirmation, you are required to give the company a minimum of **3** months notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.

### **RIGHT OF THE COMPANY**

The Company reserves the right to change any terms and conditions related to employment, mentioned in the Offer Letter and the Rules and Regulations governing the conduct of the employee in the Company.

Such change would be intimated by the Company through an internal communication to the employees at large.

### ACCEPTANCE

We would be grateful if you could kindly complete and return the copy of this letter by way of written acceptance of this offer. For the purpose of obtaining your present employer's reference may we say that acceptance will constitute your permission to write for this information. If we do not hear from you within 10 days from the date of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future.

Yours sincerely

### "This is a computer generated letter and hence no signature is required"

### **ANNEXURE**

### Name: ARIJEET CHAKRABORTY

**Designation:** Analyst, Compliance Analytics

Basic Salary (A):	340,000.00
Flexible Allowance Package:	510,000.00
Total Cash (A+B):	850000
Companies Contribution of Provident Fund (C):	40,800.00
Gratuity (D):	16,354.00

\* Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable

\* EPFO guidelines for International Worker applicable

\* The basic ceiling for computing Employee Pension Fund would not be applicable for International Worker

\* Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time

\* As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f April 2010 will deduct Tax at Source at rates higher than normal as per norms.

"This is a computer generated letter and hence no signature is required"

### Attachments

- HR 2.01 F4 Pre- Employment Medical Questionnaire.pdf
- HR 2.01 F5 Unauthorized Software Declaration.pdf
- HR 2.01 F6 -Form of Declaration of Secrecy.pdf
- HR 2.01 F10 Data Consent Form.pdf
- INTERNET BROWSER REQUEST TERMS AND CONDITIONS.pdf

Offer electronically accepted by: CHAKRABORTY, ARIJEET Offer electronically accepted on: 20-Jul-2022 10:28 Offer electronically accepted from: 106.211.148.254

# BE YOURSELF, MAKE A DIFFERENCE.

# accenture

15-Mar-2022

C6274479

### Diptirtha Chatterjee Dr. H.J. Bhabha Hostel BHU Campus, Varanasi, Uttar Pradesh, India 221005

#### Dear Diptirtha,

Based on our recent discussions with you, we are pleased to extend you an offer to join Accenture Solutions Private Ltd (hereinafter referred to as 'the Company') in **Bengaluru**. This letter will officially confirm your annual total earning potential and terms of your employment.

Job Profile- **Analytics Analyst** Management Level- **11** Sublevel - **3** Job Family Group-**Analytics and Insights** Business Deal-**Non Contact Center** 

Your annual total cash compensation will be **INR 968000** and will be structured as per the attached Annexure 1 ' Compensation Details. This will continue to be applicable until further communication on the same. Your annual total earning potential includes:

-<u>Annual fixed compensation</u> of **INR 800000/**-; this includes allowances and statutory benefits and will be structured in accordance with the Company's compensation guidelines. The said amount includes employer's contribution to Provident Fund, as applicable.

-Variable Bonus: You will be eligible to participate in the FY22 Individual Performance Bonus (IPB) Programme. Your indicative pay-out can range from **0%** to **21%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your individual performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Joining Bonus: You will be paid a joining bonus of INR 60000. The joining bonus is a one-time conditional payment that you will be entitled to only if you (a) join us on or before the date of joining confirmed to you by the recruiter; and (b) are employed with the Company for a period of 18 months from the date on which you join the Company. However, to facilitate your transition into Company, the joining bonus will be paid to you in advance along with the 1st month's salary. In the unlikely event, you choose to leave the Company, or if your services are terminated for any reason whatsoever, other than for redundancy, before the completion of 18 months of employment with the Company, the aforementioned joining bonus will be construed as debt due and will have to be repaid fully by you before your last working day. By signing this Agreement, you authorize the Company to set off the advance amount i.e. the joining bonus due from you against any amounts, salaries, allowance, or any other pecuniary benefit due and payable to you by the Company. However, if the advance amount exceeds the amount due and payable by the Company to you at the time of your exit, the Company shall notify you of the same, and you agree to pay the remaining balance within the notified timelines. In the event you fail to repay the balance of the joining bonus pursuant to the time frame set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorneys' fees and court costs.

On joining you may undergo a training program to acquire the knowledge to enable you to successfully perform to the expectations of the position for which you are being considered for employment. This offer and your employment with the Company are contingent upon you successfully completing the training program as per the satisfaction of the Company. Failing which, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

Candidate's Signature

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

Your employment with the Company will be governed by the attached Annexure 2 ' Terms of Employment. You are required to carefully read and understand these Terms of Employment as a part of accepting this offer. As further detailed in the Terms of Employment, this offer and your employment with the Company is subject to satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

To indicate your acceptance of this offer and employment with Accenture, please submit a copy of this letter and all relevant Annexures with your signature on each page. In addition, please provide all the documentation identified in Annexure 4 ' Documentation.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company

You will be expected to work from the office in the location tagged to your role. In the current circumstances you may be allowed to work from home temporarily based on your assigned project. This offer is contingent to the above mentioned agreement.

This offer is contingent upon successful completion of your current degree, awarded in the current academic year. You are required to produce the original pass certificate / mark sheet upon joining Accenture but no later than six months of your start date in Accenture, failing which, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with the Company are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

This offer is contingent on us working together to determine an appropriate start date for your employment. The terms of this letter and this offer are valid for seven (7) days from the date of this letter. If we do not receive the above requested documents from you before the expiration of this period or after receiving your acceptance of this offer if you do not join the Company on a mutually agreed date of joining, or if, we are unable to set an alternative date, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by the company in writing.

You are required to provide copies of all mandatory documents required by the Company before joining and during the course of your employment, as per the timelines specified/communicated by the Company from time to time. These documents include, but are not limited to, your education and past employment/s. The offer of employment and your employment with the Company is dependent on timely submission of such required documents. Non furnishing of mandatory document/s within the specified time shall result in termination of employment.

**Diptirtha**, we look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to call **rasika.gajbe** at **9821858223** should you have anything you would like to discuss further.

We believe you have a successful career ahead of you and look forward to your joining us. Yours sincerely,

for Mark

Jal Managing Director - Accenture Operations in India & Sri Lanka

ACKNOWLEDGED AND AGREED:

[Insert full legal name] Date: Candidate's signature\_\_\_\_\_

### ANNEXURE 1

#### Your compensation is as mentioned below:

Total Cash Compensation			
	Annual(INR)		
(A) Annual Fixed Compensation*	INR 800000		
(B) Variable Bonus earning potential	Min.	Max.	
	0%	21%	
Annual Total earning potential (A+B)	Min.	Max.	
	INR 800000	INR 968000	

\* Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable.

### Note: For International Worker Only\*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

\*As defined by applicable law from time to time.

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

### In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum.

a) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.

b) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

10% of such claims for self, spouse and 2 dependent children

•20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

Version 7.8 Dec 2021

Candidate's Signature \_\_\_\_

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. Gratuity as per The Payment of Gratuity Act, 1972.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

•Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

One time relocation allowance subject to maximum of **INR 50000** on submission of actual supporting as per policy. Refer to the attached relocation assistance handbook for details. In the unlikely event you choose to leave the Company or if your services are terminated for any reason whatsoever before the completion of 12 months of employment with the Company, the relocation allowance will be construed as debt due and should be repaid fully by you before your last working day.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above mentioned benefits.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

### **ANNEXURE 3**

#### DECLARATION

I hereby represent and warrant that as of my effective start date of employment with Accenture Solutions Private Ltd (hereinafter referred to as 'the Company'), I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-'-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict, or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into the Company premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to the Company, including any such documents or materials from my previous employer. To the extent I feel that my employment at the Company would require me to bring any third party documents or materials to the Company. I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from the Company. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle the Company to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

Date:

### **REQUIRED DOCUMENTATION**

- 1. Two passport size copies of your recent photograph
- 2. Copy of highest education certificates
- 3. Copy of any mark sheets (Last semester mandatory)
- 4. Relieving Letters from previous employer
- 5. Documents in support of your age (10th/12th Marksheet/ Passport Copy etc)
- 6. If you are ESIC Eligible as per your Compensation Plan (copy of ESIC card or Form 1 Declaration).
- 7. Copy of Aadhaar Card We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others. Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhar details and seeding Aadhar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



## I Card No. BGVB / 5335



### Somrwik Dawn Name

# Dt. of Birth 08-10-1997

Dt. of Joining 04-05-2022

Designation Assistant Manager

Somewith Daw

Sig. of the Employee

Sig. of the Issuing Authority





Confidential

Mr. Somtirtha Basu

June 6, 2022

### Subject: Amendment in Date of Joining

Dear Somtirtha Basu,

This is an amendment to the original appointment letter dated **23 May 2022** between you and Swiss Re Global Business Solutions India Private Ltd.

This is to advise you that your date of joining has been revised from **6 July 2022 to 8 August 2022**.

All other terms and conditions of your service will remain unchanged as mentioned in your appointment letter.

We wish you all the best.

Yours Sincerely,

**∖**√∕

Sowmya Bhat Vice President Human Resources Anju Sansoa Anju Sansoa (Jun 7, 2022 15:00 GMT+5.5)

Anju Sansoa Vice President Human Resources

Signed and acknowledged by: Somtithe Base

Swiss Re Global Business Solutions India Private Limited CIN: U74140KA2000PTC027640 2nd to 5th Floor, Fairwinds Embassy Golf Links Business Park, Challaghatta Village, Varthur Hobli, Bangalore – 560 071 **INFERENCE** INFERENCE CLINICAL RESEARCH SERVICES PRIVATE LIMITED

Registered Office: 69, Aamchi Colony, Bavdhan-Pashan Road, Bavdhan, Pune - 411021, Maharashtra, India.

Email: <u>pune@inferenceinc.com</u> <u>www.inferenceinc.com</u> CIN: U74999PN2018PTC180171

### **Offer Letter**

### May 25, 2022

### Dear Ritabrata,

We are happy to offer you the position of **"Associate Biostatistician"** with Inference Clinical Research Services Pvt. Ltd. on the terms detailed below.

Your Date of Joining will be 1<sup>st</sup> August 2022.

- 1. **Remuneration:** As discussed and agreed with you, detailed out in the annexure.
- 2. **Verification**: At the time of joining, you will submit the documents mentioned in the annexure. At any time if the company finds the information submitted to be untrue, the company will reserve the right to terminate the employment forthwith.
- 3. Duties You will work in the Biostatistics function. Your initial joining will be at Pune location. After your probation is over, at the company's discretion you may be transferred to a group, or a company located at **Kolkata** on similar terms and with similar job content. You will devote the whole of your time to our business to the best of your ability and shall not be interested or employed directly or indirectly in any other activity.
- 4. **Rights and Confidentiality:** Any program / product / software / algorithm / documentation ("intellectual property") developed by you during your association with the Company will be the sole property of the Company, and you will have no rights or claims to these whatsoever. You will not disclose, share, sell or distribute any such item of intellectual property without authorization from the appropriate authority in the company. You will keep all information about the company, its products and projects confidential.
- 5. **Policy:** Your employment will be governed by the Personnel Policy of the company in force from time to time.
- 6. **Work authorization:** This offer is subject to the assumption that you are a Resident Indian Citizen authorized to take up employment in India. In case this is incorrect you are required to inform us, which may require a separate procedure after confirmation of the status of your employment authorization.

We look forward to your joining and hope that you will enjoy a long and rewarding career with us. In acceptance of this offer, please sign and return a copy of this letter indicating your date of joining.

Thanking You.

Yours Sincerely,

For Inference Clinical Research Services Pvt. Ltd.

Bhattachor

Anindita Bhattacharjee

[Director-India Operations]

### Cognizant



27-Apr-2022

Dear Poulabi Dey, M.Sc., Statistics University of Kalyani, Kalyani

Candidate ID ? 21087022

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of Programmer Analyst.

You are entitled to an Annual Total Remuneration (ATR) of INR **540,992/-**. This includes an annual target incentive of INR **20,000/-**. This amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**.

Your appointment will be governed by the terms and conditions of employment as presented in **Employment Agreement**. You will also be governed by the other rules, regulations and practices in vogue and those that may change from time to time.

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (If offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

3.1 Cognizant Internship (If offered to you):

Successful completion of Cognizant Internship (if offered to you), which is a pre-requisite skill and capability development program will form a critical part of your employment with Cognizant.

3.2 Continuous Skill Development (CSD) Program (If offered to you):



a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrollment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

4. Training - Post Joining Cognizant:

Upon successful completion of Internship program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <a href="https://campus2Cognizant.cognizant.com">https://campus2Cognizant.cogn

Yours sincerely, For Cognizant Technology Solutions India Pvt. Ltd.

Maya Sreekumar Vice President ?Human Resources

I have read the offer, understood and accept the above mentioned terms and conditions.

Signature:

Date:



### **Compensation and Benefits**

N	lame: Poulabi Dey Do	esignation:	Programmer	Analyst
SI. No.	Description		Monthly	Yearly
1	Basic		14650	175,800
2	HRA*		8790	105,480
3	Conveyance Allowance*		800	9,600
4	Medical Allowance*		1250	15,000
5	Company's contribution of PF #		1800	21,600
6	Advance Statutory Bonus***		2000	24,000
7	Special Allowance*		12501	150,012
	Annual Gross Compensation			501,492
	Incentive Indication (per annum)**			20,000
	Annual Total Compensation			521,492
	Company's contribution towards benefits (Medical, and Life Insurance)	Accident		19,500
	Annual Total Remuneration			540,992

### Note: The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

?Floating Medical Insurance Coverage

?Round the Clock Group Personal Accident Insurance coverage

?Group Term Life Insurance

?Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010

? Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

### Leave & Vacation:

?From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

S.No	Category of Leave	No.of Leave Days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

?From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

?In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity



### Provident Fund Wages:

?For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".

? Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

### **Employees State Insurance:**

? Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.

? Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.

? ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

1. Choose from a bouquet of allowance or benefits

- 2. Redefine your salary structure within prescribed guidelines
- 3. Optimize your earnings

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* Advance Statutory Bonus is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



### **Employment Agreement ? Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_\_between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

### AND

Poulabi Dey, 23, residing at \_\_\_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

### RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### 1. Duties and Responsibilities

a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.

b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.

c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### 3. No Alternate Employment, No Conflict, Etc.

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the



Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

### 4. Confidentiality

a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.

b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.

c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.

d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.

e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.

f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.

g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

### 5. Data Protection

By signing below,

a. you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,

b. you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,

c. you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,

d. you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and

e. you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

### 6. Work Schedule

a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.

b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.

c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24



hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

### 7. Background Check

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

### 8. Compliance with Company Policies

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreementii. The Code of Business Ethicsiii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/ procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

9. Non-Compete and Non-Solicit Restrictions

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company during the six (6) months preceding the date of termination of your employment.

### **10. Representations and Warranties**

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any



manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and e. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

### 11. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

### 12. Business Engagement, Learning and Development and Project Deployment

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

### 14. Retirement

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

### **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

?Misconduct, as provided in Misconduct and Disciplinary Action Policy

?Non-adherence to Associate Deployment Pool Policy

?Violation of Social Media Policy or Conflict of Interest Policy

?Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation

?Insubordination or failure to comply with the directions given to you by persons so authorized

?Insolvency or conviction for any offence involving moral turpitude

?Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company

?Violation of non-disparagement obligations

?Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

### 16. Deputation, Assignment and Transfer



The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

### 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

### 19. General

This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

### Cognizant Technology Solutions India Private Limited

Sign: \_\_\_\_\_ Name:

Sign: _		
Date:		

Poulabi Dey