



HMEL/HR/EMP/13349

December 05, 2022

To
Mr. Siva Prasad Marpu,
D/O: 531-1A Arasada,
Balijipeta, Vizianagaram, Visakhapatnam,
Visakhapatnam, Andhra Pradesh, India, Pin code-530013

Letter of Appointment

Dear Mr. Siva Prasad Marpu,


Further to our meetings, we are pleased to offer you employment as '**Assistant Manager**' on the following terms and conditions:


1. TERMS OF EMPLOYMENT:

- a) This letter of appointment ("Agreement") shall continue, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.
- b) The Company may at its discretion conduct background verification prior to or after commencement of your employment, to verify, including but not limited to, your prior salary, professional certifications, designations or licenses, educational background, identity, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. Your appointment under this Agreement is subject to validation of any information provided by you to the Company.
- c) Your employment and continuation is subject to you being declared and remaining medically fit by a medical practitioner and in this regard, a medical checkup certificate may be required to be submitted by you to the Human Leadership department before joining the Company. The Company has the right to get you medically examined by a medical practitioner, during the period of your service. In case you are found medically unfit, Company in its sole discretion may terminate your services by giving you prior notice of three months' or salary in lieu thereof.
- d) The Company shall have the right to transfer your employment to any existing or future subsidiary or affiliate or other acquirer company on account of restructuring, merger, takeover or change in control of the Company and you hereby expressly agree to such transfer. The transfer of your employment on account of the aforementioned reasons shall not attract any payment or compensation.
- e) You shall retire from the employment of the Company at the end of the month in which you attain 60 years of age.

2. COMPENSATION & BENEFITS:

- a) Your total salary package (cost to the company/CTC) will be INR 7,25,000.00 per annum (Rupee Seven Lakhs Twenty Five Thousand per annum).
- b) The annual performance bonus percentage applicable to you will be in the range of 0% to 15% per annum of your CTC amount and will be linked to achievements. The bonus payouts are at the discretion of the Management and shall be contingent on you being employed with the Company on the date on which such bonus is paid and not under notice period, initiated by you or the Company (other than for reason of redundancy).
- c) You will also be entitled to the following perquisite :
 - Medical Insurance for you and your family members as per the Company policy.
- d) All Income Tax accrued shall be borne by you.
- e) You will not be entitled to any remuneration due to any directorships / secretaryships in the Company or


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any of its group company. You shall resign from each of these at the time of the termination of your employment with no claims for remuneration in case of any default.

- f) You will not be entitled to any additional compensation in case of loss of office under this Agreement in the event of a merger, restructuring, takeover or change in control of the Company.

3. REPRESENTATIONS AND WARRANTIES:

You represent and warrant to the Company that:

- a) By entering into this Agreement, you are able to perform the contemplated duties of employment without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed to the Company.
- b) You are not prohibited from entering into this Agreement or performing services under it by any non-competition, non-solicitation, anti-piracy agreement, relationship agreement, or any other restrictions. You shall indemnify and hold the Company harmless from all claims or causes of action by any person or entity against the Company arising out of any alleged breach of any such agreement or any other restrictions inconsistent with the foregoing representations.
- c) You are prohibited, both during the employment contract and after the termination thereof, from disclosing or communicating with any person who is not authorized in any manner whatsoever, directly or indirectly, any company related confidential information which includes business strategies and plans, possible acquisitions, projected earnings, market research data and results, customer and supplier lists, pricing records employer personal data, etc. You shall work for the protection of intellectual properties, trade secrets and other confidential information.

4. PROBATION:


- a) The first 6 (six) months from the date of joining shall be your probationary period and your employment may be terminated by either party during this period by giving the other party one months' notice or payment in lieu of such notice. The Company may, at its discretion, extend the probationary period for a further period of 6 (six) months. During the probationary period, your performance and suitability for continued employment will be monitored. At the end of the probationary period, you will be informed in writing, if you have successfully completed your probationary period. After confirmation the employment can end through a three months notice or payment of basic salary in lieu thereof from either side. Waiving the notice period on resignation is at the sole discretion of the company.


5. PLACE OF WORK:

- a) Your place of posting will be Bathinda (Punjab). Further, you acknowledge that the Company expects you to be flexible in terms of your place of work and the Company may, therefore, with prior written notice modify and transfer your place of work (temporarily or permanently) to any other location / country which the Company considers necessary for you to perform your duties under this Agreement.
- b) The Company may require you (as part of your duties of employment) to perform duties or services not only for the Company but also for any of its subsidiaries, affiliates or clients where such duties or service are of a similar status to or consistent with your position with the Company. During the period of your employment with the Company, you may be transferred/ seconded/ assigned/ deputed to any of the Company's Subsidiaries, Affiliates or Associates or any Group company which is/ are in existence or may come into existence in future, in India or Abroad whether on account of a business restructuring or otherwise. Such transfer will not deem to constitute a change in conditions of service. Such transfer will not create any right to ask for revision in salary or other terms and conditions of services. Permanent relocation to another unit / office within the Group Companies would be effected based on mutually agreed terms and conditions.

6. DUTIES, OBLIGATIONS & RESPONSIBILITIES:

- a) You will perform all acts, duties, obligations and comply with such orders as may be directed by the Company which are reasonably consistent with your designation and the Company may ask you to perform any other equivalent function compatible with your professional abilities. Your reporting would be as per office orders of the Company issued from time to time in this regard.


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- b) You will devote the whole of your time and attention to your duties in the utmost good faith, diligence and experience and in the best interest of the Company to the highest standards possible and do all in your power to promote, develop and extend the business and policies of the Company. You shall not have any personal association or dealing with the employees, customers, vendors, clients or service providers of the Company.
- c) You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your employment or otherwise. In the event, any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same.

7. WORKING HOURS & LEAVES:

- a) Your working hours will be based on a nominal duration of up to six days.
- b) You will be entitled to 30 (thirty) business days leave for each completed year of service.


8. TERMINATION OF EMPLOYMENT:


Termination without cause

- a) Your employment shall be subject to termination by either party giving 3 (three) months' notice in writing or payment in lieu of such notice period. Upon service of notice by either party, the Company may:
 - i) Require you to take during the currency of the 'notice period' any leave to which you are entitled on the date of the notice, or
 - ii) Pay you upon the expiry of the 'notice period' salary in lieu of the leave to which you would have been entitled on the date of expiry of the notice period.
- b) Additionally, in case of the Company giving notice to you in connection with termination of your employment with the Company, other than the reasons mentioned in clauses 8(c), 8(d), 8(e), 8(f) and 8(g), the Company may at its discretion relieve you from the services of the Company any time prior to expiry of the notice period by paying you salary in lieu of the balance notice period, if any i.e. for upto 3(three) months.
- c) Any such termination by the Company shall be notwithstanding your tenure of employment and on reasonable grounds.

Termination with cause

- d) In the event you exhibit continued poor or non-performance in discharging the responsibilities entrusted upon you, your services would become liable for termination without notice or salary in lieu thereof. You shall not be entitled to claim any performance bonus or retention bonus for such termination.
- e) The Company shall have the right to terminate your employment without notice or payment of compensation in any of the following events:
 - i) If you are guilty of any misconduct including but not limited to theft, fraud, dishonesty, willful insubordination, negligence in discharge of your duties, breach of any Company policy, code of conduct or applicable law and those events which are specifically provided under the Company policy and applicable law.
 - ii) If you are discovered to have made or given to the Company any false statement or document or statement or document testifying your ability or competence or relating to your state of health knowing that statement or document is false.
 - iii) If you are of unsound mind.
 - iv) If you commit any serious or persistent breach or non-observance of any of the stipulations of work.
 - v) In the event of your indictment, conviction, admission or involvement in any crime or criminal proceeding including but not limited to acts of moral turpitude, whether or not in relation to your employment.
 - vi) In the event your actions are likely to bring in disrepute to the Company including on social media (whether in your personal capacity or otherwise).
 - vii) If at any time during tenure of this Agreement, it is found that any of the particulars or details furnished


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by you is incorrect, and/or this Agreement has been obtained by misrepresentation of facts or your background verification is found to be negative, your employment will be terminated by the Company without any notice or salary in lieu thereof.

The above list is not exhaustive and the Company may terminate your employment with cause for instances other than stipulated hereinabove.

Termination on account of injury or illness


- f) The Company may terminate this Agreement on the ground of injury, prolonged illness, disease suffered by you by giving 3 (three) months' notice or pay in lieu of such notice. You shall not be entitled to claim any performance bonus or retention bonus for such termination. The Company shall shoulder the repatriation expenses, if any.
- g) Subject to Company's discretion, you may terminate employment with the Company by providing shorter notice period than specified in clause 8(a) above. In such case, you shall be liable to pay to the Company salary in lieu of the balance.

Events following termination

- h) All duties of employment (express and implied) will continue during the notice period, including but without limitation, duties of fidelity, good faith and exclusive service. During this period, you may not be employed or engaged in the conduct of any activity for any third party, whether or not of a business nature.
- i) The Company in its sole discretion may require you to (i) not attend work and/ or not undertake all or any of the duties of employment during any period of notice (whether given by you or the Company); (ii) not enter or attend the premises of the Company; (iii) not to contact or have any communication with clients, employees, customers, agents or representatives of the Company; (iv) not have any signing authority and any power of attorney issued in your name shall be revoked, provided always that during such period, your employment with the Company would continue and not construed to have ceased and the Company shall continue to pay you salary and contractual benefits.
- j) You shall not without consent of the Company at any time thereafter represent yourself to be connected with the Company or its affiliates.
- k) You shall resign from all offices/Directorships whatsoever within the Group and its affiliates and from any positions held by you by virtue of your employment. You hereby give a power of attorney in favour of the Company whereby the Company shall have all powers and rights to sign, execute and deliver on your behalf all documents or other formalities necessary to effect your resignation from any and all such offices and Directorships.
- l) On request and in any event on termination of employment for any reason you shall be required, no later than the last working day, return to the Company all Company property including all documents correspondence notes, calculations and files, both in electronic and non-electronic form, (copied or original) including any software developed during the course of employment or purchased by the company. The ownership of all such property includes lease car if any, laptop, computer, tablets, printer, mobile, telephone and any keys in clean and good condition.
- m) The termination of this Agreement (howsoever caused) shall not operate to affect such of the provisions of this Agreement which are expressed to operate or have effect thereafter.

9. PERSONAL DATA:

- a) By signing this Agreement, you agree and acknowledge to abide by the privacy policies of the Company and you will not use, disclose, copy or retain employer's personal data except in the proper and lawful performance of your duties.
- b) "Personal Data" means information relating to an identified or identifiable individual ("data subject"): an identifiable person is one who can be identified, directly or indirectly. This includes amongst others information which a Company entity holds in electronically processable form (for example, on a computer) or in a structured manual (paper) filing system.
- c) Personal Data includes "Employer Personal Data" (any personal data controlled by Employer, any enterprise affiliated or alliance entity that is held and processed by Employer for its own business purposes).


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d) On termination of Employment, or at any time at Employer's request, Employee will hand over any information, files or deliverables containing Employer personal data.

10. RESTRICTIVE COVENANTS:

a) You will be required to comply with the provisions of non-compete, intellectual property, confidential information and non-solicitation as stipulated under the Company's code of conduct.

11. MISCELLANEOUS:

a) The Company may formulate/ amend from time to time, policies on leave, working hours, exit, sexual harassment, disciplinary issues, code of conduct, employee benefits, privacy amongst others, which shall form an integral part of the terms of your employment. It is important that you familiarise yourself with all Company regulations, employee handbook/ policies and codes of conduct for employees as amended from time to time, all of which govern the employment with the Company. Any failure to comply with the policies of the Company will be a material breach of your employment obligations.

b) This Agreement supersedes any and all other oral or written agreements made relating to the subject matter hereof and except as otherwise expressly set forth herein, constitutes the entire agreement relating to the subject matter hereof.

c) For the matters not specifically provided in this Agreement, the rules and policies of the Company and laws of India will govern this Agreement.

d) Governing law & Jurisdiction: This Agreement shall be governed by and construed in accordance with the applicable laws of India and the parties to this Agreement irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts at New Delhi.

e) Survival: The termination of this Agreement (howsoever caused) shall not operate to affect such of the provisions of this Agreement which are expressed to operate or have effect thereafter.

f) Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof.

g) Amendment: The provisions of this Agreement may be amended, supplemented or waived only by a written agreement between you and the Company.

This Agreement is being issued in duplicate. Please return one copy duly signed immediately, as confirmation of your acceptance of the above terms and conditions.

Yours faithfully
For **HPCL-MITTAL ENERGY LIMITED**



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Pradeep Kumar
General Manager-Human Leadership

I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advise in connection with this Agreement and basis such advise I have made a well informed decision to enter into this Agreement.

AGREED & ACCEPTED BY

Employee

Witness

Name **Siva Prasad Marpu**

Name

Signature

Signature

Date


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Date

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Appointment Letter - Siva Prasad Marpu (10003317)

Final Audit Report

2022-12-07

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