

**Private & Confidential** 

**Sumit Jha** 

Hno 27 Main Road Aya nagar New Delhi 110047.

Dear Sumit,

# Appointment for the position of Contact Centre Associate 45

We are delighted to appoint you to the position of Contact Centre Associate\_45 with Webhelp India Pvt. Ltd., (the "Company" and hereby referred to as Webhelp India) on the terms and conditions specified below.

The terms and condition set forth below supersede and cancel all prior verbal and written negotiations, agreements and commitments that may exist.

Attached to this letter you will find a statement that sets out the main particulars of the Terms & Conditions of Employment between you and the Company including those particulars which the Company is required to give you by law.

Please signify your acceptance of this position on these Terms and Conditions of Employment by signing and returning the enclosed duplicate copy of this document, retaining the original for your information. Please return this to the Webhelp recruitment team at recruitmentindia@uk.webhelp.com within 5 days of the date of this document.

May we take this opportunity to welcome you to Webhelp India.

Yours sincerely,

Rhonda Lloyd

**People Director - Recruitment & New Business Proposition** 

On Behalf of Webhelp

R. Lloyd.



#### PRIVATE AND CONFIDENTIAL

### MAIN TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN

Name: Sumit Jha ("You")And

WEBHELP India, the trading name of Telecom Service Centres Ltd, a company registered in India under Company Act 2013 ("the Company" or "we")

### 1. ROLE

Welcome to Webhelp. You will be employed as Contact Centre Associate\_45 with Webhelp India. However, we try to remain flexible to meet our clients' and business needs and therefore, from time to time, you may have to carry out other duties which are reasonable and in keeping with your position/seniority within the business. Additionally, Webhelp has many clients and campaigns and where relevant, to meet business needs we may move and reassign you and other employees to different campaigns during the course of your employment.

### 2. EFFECTIVE DATES

Date of Commencement: 13/11/2023

Your employment will be on a permanent basis and the contract and date of continuous employment will begin from the above date. Changing campaign, department or site doesn't affect your start date for continuity purposes.

# 3. SALARY

Your total annual CTC will be Rs 376254, payable in 12 equal monthly instalments by bank transfer on or around the last working day of each month.

We know how important it is to you for your pay to be correct and should you notice an error in your pay, please let us know as soon as possible and we will rectify. This applies to both overpayments and underpayments. In the case of an underpayment we will address this as soon as possible. Equally you are authorising Webhelp to reclaim any overpayments made in error and any other amounts which are owed by you to the Company by deducting those from your pay. These payments may include, but are not limited to, overpaid salary or benefits, outstanding loans, wilful or careless damage caused by you to Company property, the retention by you of Company property after you leave our employment, excess holiday taken and any applicable statutory deductions.

You should keep details of your salary confidential and should only discuss this with your line manager.

### 4. PLACE OF WORK



Your place of employment is the Company's contact centre in One Qube4th Floor Udhyog Vihar Delhi Jaipur Highway Sector 18 Gurugram Haryana 122008 Gurgaon. However, to allow flexibility in delivering great service to our clients you may be required to transfer to a different location, either temporarily or permanently, provided this is within reasonable travelling distance of your home. In the event of any such change, you will be given reasonable notice. You may also be required occasionally to travel to other locations within and occasionally outside the India to fulfil the requirements of your role. We will of course give all full consideration to your personal circumstances in such a situation and be as reasonable as possible.

# 5. HOURS OF WORK

The company operates on the basis that full time employment consists of not more than 9 hours a day and 45 hours in a week. You are required to work in the shifts (day or night) as per the requirements of the business.

Whilst we always try to provide a good work/life balance, Webhelp reserves the right to vary (by increasing or decreasing) your hours of work on a short or long-term basis to allow us to be as flexible as possible to deliver great service to our clients and to suit commercial needs. If we need to make material changes to your hours of work, your personal circumstances will be taken into consideration and as much notice as possible will be given.

To meet the requirements of our clients and our business from time to time you may be required to work different or additional hours above your normal hours. This may, in exceptional circumstances, mean you are required to work more than 45 hours in any week and by signing this contract, you confirm your agreement to do so.

# 6. HOLIDAY ENTITLEMENT

Your annual paid holidays entitlement is in accordance with our Leave Policy which can be found on WISE.

You can only carry forward a maximum of 15 leaves from one year to the next. The accumulation of Earned leaves can be more than 30 days. However, the total number of days of leave that may be carried forward to a succeeding year shall not exceed 30. Requests for annual leave are granted at the discretion of your manager. However, for observing leave you shall be governed by company's policy regarding prior approval of leave; submission of application/documents and other requirements. No more than 2 weeks leave may be taken at any one time without prior consent.

Our expectation is that all leaves will be taken in the same year, as the company encourages you to maintain a good work life balance.

The holiday year runs from 1st January until 31st December. In the holiday year in which your employment commences or terminates, your holiday entitlement will be calculated on pro rata basis (rounded up/down to the nearest complete day) for each complete month worked.



Upon completion of each year or termination of your employment with the Company (For whatever reason) if you have taken more holiday than you are entitled to, you agree that the Company can deduct the value of the days taken in excess of your accrued entitlement for the final salary payment made to you.

# 7. Maternity Leave

Maternity leave will be governed as per the provisions of the Maternity Benefit Act 1961. Please refer the Maternity Leave Policy available on our company intranet – WISE, for more detailed information.

### 8. PUBLIC & NATIONAL HOLIDAYS

In addition to paid annual leave you are entitled to 27 public holidays per annum.

If, due to operational or commercial reasons, you are required to work on these days you will be given an alternative day off in lieu.

# 9. LIFE INSURANCE

You shall be entitled to participate in the Company's life insurance scheme. The present scheme shall pay to the employee's beneficiaries a sum equal to the employee's gross annual salary, if the employee dies during their employment.

This scheme, which Webhelp may vary, remove or amend from time to time, is subject to the Company's discretion; employee eligibility; and scheme rules.

### 10. BONUS OR INCENTIVE SCHEMES

You may be entitled to participate in a bonus scheme or incentive scheme and on such terms (including any performance targets or criteria) as the Company may determine from time to time. These schemes are discretionary and at the sole and absolute discretion of the Company. To qualify for payment under these schemes, on the date payment of the bonus is made, you must still be in employment with the Company and neither you nor the Company can have given or received notice of termination of employment. Participation in any such scheme for any year does not confer or imply upon you any right to participate the following year or in any subsequent years. The Company reserves the right, in its sole and absolute discretion, to vary the terms and/or the level of bonus payable under any bonus scheme from time to time in force.

# **OTHER BENEFITS**

# 11. GROUP MEDICLAIM & ACCIDENTAL INSURANCE

During your employment, and at the Company's discretion, Webhelp will cover you with reasonable medical & accidental insurance or such other medical expenses insurance as we may choose from time to time.



### 12. NOTICE PERIOD AND ON-BOARDING

The first three months of your employment will be a probationary period (known as the On-boarding Period), during which the Company will provide the appropriate training, support, and tools to help you succeed in your role. Your success is important to us therefore we will help you as much as we can during this period. During onboarding the company will also monitor your performance and conduct for the benefit of both parties.

Whilst it is always our intention to help and support you to succeed, If we do not believe that your performance or conduct during the On-boarding Period meets our standards, we may at our discretion extend the On-boarding Period by a period of up to a further three months. If so, you will receive confirmation of the extension in writing. Reference to the On-boarding Period in this contract includes any extension of it.

When you have completed your On-boarding Period to our satisfaction, you will be deemed confirmed unless there is a report from your reporting manager about any extension.

If at any given point of time you want to discontinue your employment with Webhelp, you can do so by resigning from your services and serving the required notice period. During your Onboarding Experience the notice required by either the Company or yourself to terminate the employment shall be 15 days or salary in lieu of notice period.

Thereafter, you should provide a 30 Days day notice period to the company. However, at the sole discretion of the Management, a resignation may be accepted with immediate effect subject to payment of notice period. In case you avail leave during the notice period as mentioned above, the notice period may be extended to that extent at the discretion of the management. In the event—you submit the letter of resignation, the same cannot be withdrawn unless so permitted by the approving authority. This notice requires to be given in writing to your Line Manager.

The Company may at its absolute discretion, terminate your employment with the company immediately without notice or pay in lieu thereof, in the following circumstances:

- Gross misconduct. For further details see the Company conduct and capability policy.
- A fundamental breach by you of the terms of your employment contract. Commit any serious breach or repeatedly or continually commit a material breach of the terms of your employment with the company
- If you are convicted of any criminal offence, other than an offence which in the reasonable opinion of the Company does not affect your position as an employee of the Company.
- If you, by your actions or omission, bring the name or reputation of the Company into serious disrepute or prejudice the interests of the business.
- Cease to hold the qualification necessary for you to carry out your work with the company;
- Found in an act of moral turpitude or to have indulged in violations of any laws, rule or regulations as applicable generally or in respect of the Company;
- Provide false, inaccurate or incomplete information to the Company regarding your background (including but not limited to your educational background) and/or previous



employment history.

# 13. RETURN OF COMPANY PROPERTY

On termination of employment, all Company property must be returned. This includes all items that have been given to you to exercise the duties of the role. All equipment must be returned in good working condition.

If you fail to return any of these items, or any items returned are not in good working order further action may be taken to recover the items or their value from you, including withholding final settlement monies.

### 14. VETTING AND LEGAL PROCEEDINGS

As a company ensuring we deliver the best possible service to our client, we have a robust vetting process that is designed to protect the interests of all parties. As such your employment is subject to you having the legal right to work and receipt of satisfactory employment checks pre or post employment start date, which you will be made aware of during the recruitment process. This will include the receipt of a disclosure check from the appropriate Government Agency and that is deemed acceptable by the Company in line with legislative guidelines. Please be assured that we handle these matters sensitively and treat all information in the strictest confidence.

If you are subject to any legal proceedings (whether civil or criminal) that could result in adversely affecting your credit or criminal record during your employment you must notify the Company immediately upon commencement of those legal proceedings and provide regular updates on the proceedings, together with supplying such information as the Company may request from time to time. Failure to inform the Company of any potential or subsequent legal proceedings (whether civil or criminal) may result in disciplinary action up to and including dismissal. Please be assured that we handle these matters sensitively and treat all information in the strictest confidence.

The Company may, throughout your employment period, carry out any additional checks, background enquiries and/or credit referencing that it deems appropriate in order to ensure on-going compliance with our Clients', campaign and employment requirements. It is important that you comply and co-operate with any such checks and enquiries when requested. Please be assured that we handle these matters sensitively and treat all information in the strictest confidence.

# 15. ABSENCE FROM WORK

# 1.1 Notification & Certification of Sickness Absence

As a caring Employer, Webhelp has best practice absence policies and procedures designed to support employees when they fall ill, or when there are other reasons why they cannot attend work. These policies and procedures can be found on our company intranet – WISE.

You will be entitled to 7 sick leaves in a year, 2 continuous or more leaves taken together in the same instance accompanied by a medical certificate (Registered Medical



Practitioner) would be considered as sick leave.

On your first day of sickness absence you are required to contact the Company using the Reporting procedures associated with your working location. These procedures are highlighted to you during your On-boarding Period and it is important that you read through and follow these procedures on each occasion that you are unable to attend work. It is important to us that we are aware of any absence and to offer support and assistance where possible. If you fail to report absence using the Procedure then your absence may be unauthorised and you will not be paid unless your absence is subsequently explained to the satisfaction of the Company. It is important that you notify the Company as soon as possible before you are due to attend work and no later than 1 hour after your work was due to start.

# 15.2 Contagious or Infectious Disease

In case you are suspected to be suffering from any contagious or infectious disease, you may be medically examined by the order of the Manager at his discretion and expense, and if found to be carrying any infectious or contagious disease may be ordered to commence a period of leave as if you yourself had applied for leave. You shall not refuse submission to any such medical examination and subsequent orders of commencement of leave. In cases where there is no leave due to you, the period of leave shall be treated as leave without pay.

### 15.3 Termination on Grounds of III-Health

- i. Remaining absent from duty for a prolonged period on grounds of illness even if the claim of illness is duly supported by necessary medical certificate by a registered medical practitioner or by a registered recognized valid or Hakim and also approved by a medical practitioner of the Company's choice, may result in having your service terminated on the grounds of ill-health which makes you unable to report for duties.
- ii. If you are covered under the E.S.I. Act and is in receipts of E.S.I. benefits under the said act and who is due to ill-health, absent from duty for a prolonged period then no action or termination will be taken against you while you are in receipt of such benefits. However, on resuming your services may be terminated on the grounds of continued ill-health, If the Management/ employer is satisfied on the basis of documentary evidence that in future you may not attend your duties regularly on the grounds of ill-health.

### 16. OTHER ABSENCE

In the event of unauthorised absence from work, all such cases will be handled as per guidelines of Conduct & Capability Policy which can be found on our intranet – WISE.

### 17. DRESS CODE

We take great pride in providing a great experience to our customers and have certain standards we like to adhere to in order to help us achieve this. For example, we have dress code standards we will ask you to follow to help us maintain our professional standards. We would expect you to dress in a manner that is suitable to your job function and the environment in which you work. In Webhelp we ask that your normal dress is



professional/business casual. Your Line Manager will inform you of the appropriate work attire and standards for the area you will be working in.

#### 18. BUSINESS TRAVEL

Occasionally you may be required to travel within or out with the India on Company business as necessary. Work/life balance is important to us and in such events we will try to give as much notice as possible, and schedule these in advance. These may at times fall outside of your normal working hours and therefore we will be as flexible as possible in these situations.

# 19. DIGNITY AT WORK AND EQUALITY & DIVERSITY POLICIES

Webhelp is a non- discriminatory employer and we believe that you and all employees should be able to enjoy a working environment free from discrimination, harassment, and victimisation and bullying.

All of our people will be treated solely on their ability to meet job requirements. The Company is committed to the principle of equal opportunity in employment regardless of a person's sex, race, disability, religion or belief, sexual orientation, age, gender reassignment, marriage or civil partnership, pregnancy or maternity or any other grounds of discrimination not currently prohibited by legislation.

We will therefore apply policies that are fair, equitable and consistent in relations to recruitment, training, development, promotion and access to benefits. Further details are contained in the Company's Dignity at Work and Equality and Diversity policies and these can be found on our company intranet - WISE.

# 20. CONDUCT & CAPABILITY

Webhelp always endeavours to create a workplace that is a great place to work and we encourage our employees to maintain our professional standards. Where these standards are not maintained we aim to address and resolve matters fairly and speedily in line with our disciplinary policy.

The Company's disciplinary policy is contained within its Conduct & Capability policy. You should refer to the full Conduct & Capability Policy which can be found on our company intranet- WISE. This policy is not contractual and may be amended, revoked or replaced from time to time.

In addition, the Company operates a strict security compliance policy around the accessing of customer accounts which are also your own, or those of family, friends, colleagues or individuals known to you. This policy is outlined in the Security and Compliance Policy. You should take the time to read and understand this policy and associated statement as you are expected to fulfil the obligations it outlines. If you are not in receipt of one it is your responsibility to approach your line manager for a copy.

# **20.1 SEXUAL HARASSMENT**



organization. Any form of sexual harassment shall be strictly forbidden and dealt with in the strictest manner, which may lead to the termination of employment, after appropriate investigation by the Internal Complaints Committee (Sexual Harassment, consisting of at least 3 female employees including a Human Resource employee).

# 21. GRIEVANCE PROCEDURES

Webhelp always endeavours to create a workplace that is a great place to work and we aim to have happy and engaged employees. However, from time to time workplace disagreements or disputes do arise and in such circumstances, we have mechanisms and routes to help resolve problems. The purpose of the Grievance Policy is to support and encourage employees to raise concerns at the earliest possible opportunity and to resolve issues and problems. Should you have any grievances concerning your employment you must contact your manager in the first instance for the purpose of seeking a solution. For further details of this, please refer to the Grievance policy which can be found on our company intranet - WISE. This policy is not contractual and may be amended, revoked or replaced from time to time.

Employees have the right to appeal a decision whether it is a Grievance or Disciplinary matter. All appeals should be directed to The People Advisory team within the timescales set in either the Conduct & Capability or Grievance Policies. The Conduct & Capability and Grievance policies can be accessed via our company intranet - Wise

### 22. SOCIAL MEDIA

Social media (including, but not limited to, social networks, such as Facebook, LinkedIn, Twitter, Instagram, Snapchat; personal and professional websites, blogs, chat rooms and bulletin boards; video-sharing sites such as YouTube; and email) are a common means of communication. Because online postings can sometimes conflict with the interests of the Company and its customers, the Company has adopted a Social Media Policy. We encourage all employees to always act responsibly when interacting on social media whether it be within or out with working hours and on and off Webhelp premises. Breach of this policy may result in disciplinary action, including termination of employment. It is important that you familiarise yourself with this policy.

Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to the Company or appear to be endorsed by, or to have originated from, the Company. Your Company e-mail address and Company assets should be used only to perform job-related activities, which may include professional networking, but not personal social networking. All postings on social media channels can always be accessed even if deleted, so please be clear that even if a post has been removed from a profile, Webhelp can still access this via the networks themselves should this post breach our social media guidelines.

Referring to Webhelp, colleagues or clients in a derogatory manner on any social platforms, whether in work or personal time, can result in reputational damage to Webhelp, is not deemed to be acceptable behaviour and will be dealt with very seriously



and potentially as gross misconduct. Any disclosure of any information about Webhelp, colleagues or clients that you have obtained as a result of your employment with Webhelp will also not be acceptable to us and will most likely lead to summary dismissal. Please ensure you fully understand the Social Media Policy and if you have any questions, ask your line manager or team leader.

### 23. INFORMATION TECHNOLOGY

Our client, customer and company information and data security is important to us and gives our clients and their customers confidence in Webhelp as a partner. Therefore, it is important that you treat any information you come across in the course of your employment with Webhelp sensitively and confidentially. We have policies designed to protect our data and information systems and these are also there to protect all parties.

You must not attempt to load or use any software onto any of the Company's computers except those directed by the Company for your use. To do so without permission could result in our systems being corrupted by computer viruses and malware; it could also be unlawful and an infringement of license arrangements etc. we consider the unauthorized use the company's or clients system or as unacceptable behaviour.

The use of general internet and e-mail services has been provided for business purposes and is not for unreasonable personal use. You must not, under any circumstances, use these facilities to access, send or share material that is unacceptable, offensive, abusive, indecent or pornographic, defamatory, obscene, menacing or in breach of the duty of confidentiality you owe towards the Company. Neither should technology be used to send or share copyright infringing material or forward unauthorized information to external locations. More details of what is permitted are set out in the Company's Security Policy.

Please take care with your own personal use of social networking and instant messaging and do not refer to Webhelp India, our clients or your colleagues. The issuing, publishing or broadcasting unsolicited personal views on social, political, religious or other non-business related or matters transmitting unsolicited commercial or advertising material or undertaking deliberate activities that waste company effort or resources we consider to be unacceptable behaviour.

Infringements of these requirements may be regarded as gross misconduct warranting summary dismissal.

In order to ensure this policy is adhered to, the Company will monitor internet and email access and, at its discretion, apply restrictions or intercept any communications involving its computer and information technology equipment, including telephones and other electronic communication devices. We maintain the right to examine any systems and inspect any data recorded in those systems without notice.

# 24. HEALTH & SAFETY

The health, safety and welfare of our people is extremely important to the Company. The Company will make every effort to provide a safe and healthy working environment for its



employees. You must comply with the Company's Health and Safety policy at all times for your own safety and the safety of your colleagues.

### 25. PERSONAL DATA

We will process personal data and special categories personal data, including criminal records data, relating to you in accordance with the Company's stated policies on data protection and statement on employee privacy, available from the Company's intranet.

We may monitor employees in accordance with our policies relating to email, internet and communications systems and monitoring at work, available from the Company's intranet.

You will comply with your obligations under the Company's policies on data protection and all other relevant policies, including those published in relation to criminal records information, internet, email and communications, information security and bringing your own device (BYOD).

The Company will transfer personal data and special categories of personal data outside the European Economic Area in accordance with the Company's statement on employee privacy.

Your personal data may also be shared with Channel Partners / Vendors etc. under GDPR Act May 2018 upon request on the same.

### 26. RIGHT OF SEARCH

The Company reserves the right to inspect and search any parcel, briefcase, handbag, item of clothing or any other item which you bring onto, or wear on Company premises. For further details please refer to the Right to Search policy.

# 27. COMPANY PROPERTY

We encourage all employees to treat our working environment and company property with respect and to maintain our professional standards.

It is not permitted to remove any Company property, save for your security pass and Company laptop/mobile phone (if applicable) from your place of work unless specifically authorised by your line manager or other authorised person. This includes, but is not limited to, documentation relating to the Company, its clients or employees and includes any copies (whether in electronic or written form) of such documentation. Should you fail to comply with this requirement, you will be in breach of our Security and compliance policies, which can be found on WISE, which can lead to summary dismissal on the grounds of gross misconduct, and data protection legislation.

Loss of or damage to Company property, money, mobile phones, laptops etc. due to lack of care and attention on your part may be dealt with under the disciplinary procedure. Further action may be taken to recover the relevant sum involved, including making deductions from any sums due to you as detailed in clause 3 above.

When you leave our employment, all Company property must be returned. This includes THIS DOCUMENT IS UNCONTROLLED IF PRINTED OUT OR IF NOT VIEWED AS PART OF THE Webhelp India DATA SYSTEM



all items that have been given to you to exercise the duties of the role. All equipment must be returned in good working condition.

If you fail to return any of these items, or any items returned are not in good working order further action may be taken to recover the items value from you, including making deductions from any sums due to you as detailed in clause 3 above.

# 28. CODE OF CONDUCT

You are required to abide by the Group Code of Conduct at all times and in all business dealings during your employment with Webhelp or one of its group or subsidiary companies. Full details can be found on our company intranet - WISE.

### 29. CONFIDENTIALITY

You must not before, during or after your employment disclose to anyone (other than in the proper course of your employment with the Company) any information of a confidential nature relating to the Company, the Company's clients, client's customers or any other business information. Forms of confidential information includes, but is not limited to, any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and knowhow relating to the business of the Company or any of its business contacts.

The Company has a separate Privacy and Confidentiality policy and declaration which you will be asked to read and sign in your first few days in the Company.

### 30. POST-TERMINATION RESTRICTIONS

- 30.1 You undertake to the Company that you will not, without the prior written consent of the Company, directly or indirectly, on your own behalf or on behalf of, or in conjunction with, any company, firm, or other person:
- 30.1.1 for a period of six months from the Termination Date, on behalf of a Competing Business:
- 30.1.1.1 entice or solicit, or endeavour to entice or solicit, any Client to provide custom or business in relation to Restricted Goods or Services; or
- 30.1.1.2 entice or solicit, or endeavour to entice or solicit, any Prospective Client to provide custom or business in relation to Restricted Goods or Services; or
- 30.2 at any time after the Termination Date, represent yourself as connected with the Company in any capacity, other than as a former employee or (if that is the case) shareholder, or use any registered business names or trading names associated with the Company.
- 30.2.1 You acknowledge and agree that each of Clauses 30.1.1 to 30.2 constitutes an entirely separate and independent restriction on you and that the duration, extent and



application of each of such restrictions are no greater than is necessary for the protection of the legitimate interests of the Company. You agree that if any of such restrictions will be adjudged to be void or ineffective as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason, but would be valid and effective if part of the wording of it was deleted and/or any period or area referred to in it reduced in time or scope, such restrictions will apply with such deletions or modifications as may be necessary to make them valid and effective.

### 30.3 In the whole of this Clause 30:

"Competing Business" means any business in the Territory which competes, or proposes to compete, with any business carried on by the Company in which you were involved (other than on a minimal basis) at any time during the Relevant Period or about which you had access to Confidential Information;

"Client" means any person, firm, company or other undertaking who was provided with services by the Company and with whom you dealt at any time during the Relevant Period (other than on a minimal basis) or know of or about whom you had access to Confidential Information during the course of your employment;

"Prospective Client" means any person, firm, company or other undertaking with whom or which, at any time during the Relevant Period, the Company was in discussion with a view to providing goods and/or services, and in which discussions you were involved (other than on a minimal basis) or of which discussions you had knowledge or about which discussions you had access to Confidential Information;

"Relevant Period" means the period of six months ending with the Termination Date;

"Restricted Goods or Services" means goods or services of the same type as, or similar to, goods and/or services supplied by the Company (1) at the Termination Date, or (2) at any time during the Relevant Period;

"Territory" means any country in which at the Termination Date the Company carries on business or proposes to carry on business.

### 31. SMOKING POLICY

The health, safety and wellbeing of our people is important to Webhelp. In line with our other Webhealth initiatives, the Company operates a 'No Smoking Policy'. 'Clean air' benefits the health of all employees. Accordingly, smoking is prohibited on Company premises except in designated smoking areas. The policy is available from WISE.

# 32. ALCOHOL & DRUGS POLICY

The health, safety and wellbeing of our people is important to Webhelp so the Company operates a zero tolerance approach to the misuse of illegal and/or illicit substances. Please refer to our policy on Alcohol and Drugs. The Company reserves the right to require any employee to undergo an alcohol or drugs test should there be any reasonable belief that the employee may be under the influence of alcohol or drugs whilst at work.



We encourage any employees who may be battling with alcohol or drug addiction to confidentially seek help and support from their line manager or use our other support mechanisms.

The policy is available from our company intranet - WISE.

### 33. ANTI-BRIBERY POLICY

The company operates An Anti-Bribery Policy. You agree to comply with the organisation's anti-bribery policy and procedures that are in force from time to time. The policy is available from our company intranet - WISE.

### 34. LAW & JURISDICTION

This contract shall be governed by and construed and enforced in accordance with the laws of India as applicable in HARYANA.

If any provision of this Contract as applied to either Party or to any circumstances shall be adjudged by a Court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Contract or validity or enforceability of this Contract. The Company shall have right to amend/modify such ineffective/void/unenforceable provision in accordance with the prevalent legal/statutory provision.

### 35. CHANGES TO YOUR EMPLOYMENT

The Company may make reasonable changes to the terms and conditions of your employment. Consultations relating to such changes will take place and any changes will be confirmed in writing to you in person, or by way of a general communication to all staff affected by any such change. Reasonable notice of any changes will be given. No collective agreement directly affects the terms and conditions of your employment.

# 36. CONFLICT OF INTEREST

During your employment with the Company you must not (except with the prior written consent of the Company) directly or indirectly engage in any other business, trade or occupation unless you have gained authorisation from a Company Director. Such authorisation will not be unreasonably withheld. This is to prevent activities that give rise to, or may give rise to, a conflict of interest with the Company. Failure to do so may be deemed a serious breach of contract.

# 37. INTELLECTUAL PROPERTY

All right, title and interest of whatever nature (including but not limited to copyright design rights and patent application rights) and all intellectual property rights and moral rights in any work undertaken or produced by you, produced, created or otherwise under or in connection with the contract or relating to services provided hereunder will vest in and belong to the company at all times free from any interest from you or any third party. Should you attain or be deemed to attain any right in any intellectual property in connection with this contract, you hereby agree to assign the company ownership of all



right, title and interest in said intellectual property and shall fully comply and take all steps necessary for the preparation and execution of all documents relating to any effort by or on behalf of the Company to apply for, obtain, maintain, assign, or enforce any intellectual property right relating to this contract.

### 38. COPYRIGHT

The copyright for all work written by members of staff or the Company in the course of their employment is vested in the Company. Employees may not write for publications other than any Company production without first obtaining written permission from a Company Director. Such permission will not be unreasonably withheld.

### 39. SAFEGUARD OF COMPANY PROPERTY AND MONIES

Loss of or damage to Company property, money, mobile phones, laptops etc. due to lack of care and attention on your part will be dealt with under the conduct and capability procedure. Further action will be taken to recover the relevant sum involved including withholding final settlement monies where appropriate.

### **AGREEMENT**

I confirm that I have read, understood, and agreed to accept and abide by the principal terms and conditions governing my employment as stated and referred to in this statement.

Signed:
Sumit Jha
DATE:
Signed:
(for & on behalf of Webhelp India Pvt. Ltd.) Rhonda Loyd
R. Loyd.
DATE:

Salary Annexure		
Name : SumitJha	Designation - Contact Centre Associate 45	

# Webhelp Classified - Confidential



<b>Department - Operations</b>	Band - JF1 - Advisors (D1 - CCA, DTL, AC	Trainer)		
Date of Joining 13/11/2023	Location - One Qube4th Floor Udhyog Vihar Delhi Jaipur Highway Sector 18 Gurugram Haryana 122008 Gurgaon			
Fixed Components	Per Month	Per Annum		
Basic	15000	180000.00		
Special Allowance	0.0	0		
House Rent Allowance	7500	90000		
Bonus Allowance (Guaranteed)	3000	36000		
Management Allowance	3333.33	40000		
b-Total	28833.33	346000		
Flexi Component	Per Month	Per Annum		
Flexi Reimbursement	0.0	0		
Leave Travel Allowance	0.0	0		
Sub-Total	0.0	0		
Fixed Gross	28833.33	346000		
Retiral Benefits	Per Month	Per Annum		
Employer's Contribution to PF(EPF)	1800	21600		
Gratuity	721.17	8654		
Sub-Total	2521.17	30254		
Corporate / PerformanceBonus		Per Annum		
Corporate / Performance LinkedBonus	0.0	0		
Cost to the Company	31354.5	376254		
Important Information				
*Transport will be provided for all eligible en	mployees as per company travel policy			
**Gratuity shall be payable as per The Paym	ent of Gratuity Act, 1972			
***Medical, Accidental & Life Insurance wi	ill be provided for all eligible employees as per compa	anyinsurance policy		
****Corporate Bonus is paid as per Compan		. 1 )		

Letter of Contract India Support	IHRF07	V2.2	Official Use Only	15.12.14	12.11.2020

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