

Apprenticeship Offer cum Appointment Letter

Date: July 11, 2022

Ms.Prachi

Skillate ID: 4684656

#230, Bharat Sewak Nagar,
BuriaChowk,
Jagadhri, Yamunanagar
Haryana, 135001

Dear Prachi,

Congratulations!!!

We are extremely pleased to extend a warm welcome to you from the eClerx family, under the Apprenticeship program . Your designation under the CHAT would be an **Analyst** We wish you a successful and professionally enriching experience with us.

Please find attached the additional terms and conditions under the Program which is to be treated as an integral part of your Apprenticeship contract (hereinafter referred to as "**Contract**"). Please return a duly signed duplicate copy of this letter for our records. Your HR Business Partner will soon reach out to you for an introduction. Should you have any queries or concerns, they will be glad to assist you. Once again, we welcome you to eClerx. We look forward to a long, fruitful, happy, and exciting association with you.

Regards



Offered By: Sagar Shetty

Designation: Associate Program Manager– Human Resources

Date: July 11, 2022

Dear Prachi,

We are pleased to appoint you as **Analyst** under the Apprenticeship program. Your training with us will commence on "**July 21, 2022**" and will continue until "**January 20, 2023**".

Apart from the other policies binding upon you during your tenure with the company, the general terms and conditions under the Program are as follows:

1. Work Location

1.1. Your initial work location will be **Chandigarh**. Though you have been engaged for a specific position and location, the Company reserves the right to transfer you, with reasonable notice, to any other location, department, establishment, or branch of the Company / group / affiliates as the Company may deem fit including new locations to be set up in future. You shall be bound by the policies, rules and regulations of the office at the location you are posted in at any given point in time.

1.2. In the event of your voluntary resignation / termination of the Program with the Company from your date of relocation / transfer within a stipulated time period as mandated by the relevant transfer policy, if applicable; you shall be liable to pay to the Company, all the expense incurred towards movement of your household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer including cost incurred by Company on account of your training.

2. Background Verification

2.1. Your appointment as an Analyst under the CHAT is contingent upon successful verification of all documents and information provided by you as a part of your joining process.

2.2. The Company reserves the right to end this employment agreement with you with immediate effect and without any liability, should the results of your background investigation be negative. The HR team will contact you as soon as there is any insufficiency / discrepancy identified in your background check process.

2.3. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. If the reports of such testing are found to be positive, the organisation withholds the right to initiate suitable action against you, including immediate termination of services.

2.4 Clauses:

- Your offer of Employment will not be valid if you are unable to provide your Graduation final year Mark sheet & Degree Certificate within 90 days from Date of Joining.

3. Remuneration, Benefits & Privileges.

Please refer to Annexure I for details on your remuneration and benefits applicable during your training period.

4. Training

4.1 The tenure period, as stated in this Contract, constitutes your training period, the successful completion of which would determine the completion of your duration under this Program.

4.2 Notwithstanding the above mentioned clause, the Company reserves the right to put you under a training program with a different training period, as per the requirement of the specific business, the successful completion of which would determine the completion of your duration under the Program.

4.3 There will be multiple assessments conducted at periodic intervals during your training period. In the event of you being unsuccessful on assessment parameters as defined by the Company during or after the training period, the Company reserves the right to terminate your Contract under the Program with immediate effect, with a 15 days' notice period. Without prejudice to clause no. 4.1 and 4.2 as mentioned above, the Company may, during the period of training, terminate the Contract without any notice or payment in lieu of notice should you be found guilty of violation of any of the Company's policies or breach of Code of Conduct, which may not be conducive to the Company or its reputation.

4.4 After the completion of the aforementioned training period, the Company, at its sole discretion and depending on business requirements, may absorb you on its regular roll, depending upon your assessment parameters and on-the-job performance. The compensation structure that will be applicable in the event you are absorbed on the regular rolls of the Company will be as per Annexure 2.

5. Domain-based Specialized Training

5.1 You may be required to undergo designated specialized trainings, as required under the Program. Such trainings are aimed to present an opportunity to expand your knowledge base, enhance your domain and product expertise, and equip you for effective execution of all your job responsibilities. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as you.

5.2 Further to the above clause, you may be required to enter into a service agreement with the Company on successful completion of your training period and being absorbed as a permanent employee. The details of such Agreement, as applicable, would be conveyed to you.

6. Leaves

6.1 During your tenure and training period under the Program, you would be eligible for 2 (two) leaves per month. All leaves applied for, will need to be approved by the reporting manager well in advance. Any unapproved leave will be treated as loss of pay and repetition of such instances will attract action in line with the leave policy. The leave process shall be guided under the Leave policy of the Company.

6.2 You are required to acquaint yourself with all the rules and regulations pertaining to leave and attendance upon joining the Company, in order to avoid such instances.

7. Separation

7.1. The Contract can be terminated by the Company, by giving you a notice of 15 days or payment in lieu of notice period. Payment in lieu of shortfall of notice period will be equivalent to monthly total fixed stipend earned for an equivalent period of time.

In case you decide to terminate your Contract with the Company, you may do so by serving Company with **30 days** written notice of termination, provided you terminate your Contract with the Company within five months of your joining the Company. However, if you decide terminate your Contract in the last month of your apprentice tenure, then in that case, irrespective of date of your termination notice, your Apprenticeship term with the Company shall expire on the last working day as determined from your above mentioned date of joining the Company and not by date of your termination notice. The company may waive off the notice period requirement , at its own prerogative and require you to compensate for the shortfall of notice period.

7.2. Without prejudice to any clause in this Contract, the Company also reserves the right to terminate your Contract under the Program for reasons mentioned below, with immediate effect, without any payment in lieu of notice period, whereupon your training period would cease immediately and you shall have no claim, whatsoever, against the Company for damages or otherwise by reason of such determination.

For the purposes of this Clause 7.2, 'Reason' shall mean as under:

- a. Negligence or misconduct by you in complying with your duties, responsibilities, obligations and / or covenants or undertakings, which are either incapable of remedy or otherwise not remedied by you within 30 (thirty) days of a written notice being serviced on you by the Company stating the breach; or
- b. You becoming unable, for any reason whatsoever including the imposition of any court order, to efficiently perform your duties hereunder for 60 (sixty) working days in aggregate in any period of 12 (twelve) consecutive months; or
- c. You becoming of unsound mind; or
- d. You are convicted of a criminal offence;
- e. You becoming bankrupt or compound with all your creditors or enter into any deed of arrangement with all your creditors; or
- f. You committing breach of any of your duties or obligations under the Contract; org. You refusing or neglecting to comply with any lawful and reasonable orders or directions given to you by the Company; or
- g. You are guilty of any misconduct whether or not in the performance of your duties or commit any act which in the opinion of the Company is likely to bring the Company or any of its officers or other employees into disrepute whether or not such act is directly related to the affairs of the Company; or
- h. You becoming prohibited by law or any order from any regulatory body or government authority from being an employee of the Company; or
- i. You are unable to achieve and maintain a satisfactory level of performance and produce the desired results in your performance which are the requirements for meeting your job responsibilities; or
- j. Causing damage to company's property; or

- k. Going on or abetting a strike in contravention of any law for the time being in force; or
- l. Committing theft, fraud, or dishonesty; or
- m. You being found guilty of any unlawful activity, including but not limited to threatening employees, security breaches, harassment, including sexual harassment, etc.
- n. For violating the Company's Code of Conduct and ethics, which goes against the ethos of the Company.

The list above is illustrative and by no means exhaustive. The company further reserves the right to add/amend this list without prior notice, within reasonable limits.

7.3. In the event of continued absence of 3 (three) consecutive working days from work without prior sanction of leave or on remaining absent beyond the period of leave originally granted or subsequently extended, you shall lose lien on your appointment and your name will be struck off from the roll of the Company, treating you to have abandoned your employment as you do not have interest in the Program offered by the Company.

7.4 On termination of your Contract, all work carried out by you – both in physical and digital form – during your employment, shall be immediately returned forthwith to the Company, without exception and with no copy (either part or whole thereof) retained by you in any form.

7.5 When your training under the Contract / Program with the Company ends, for whatever reason, you will promptly deliver to the Company all originals and copies of all documents, records, software programs, media, and other materials containing any confidential information. You will also return to the Company all equipment, files, software programs, and other personal property belonging to the Company and complete the due handover process during the notice period that you are required to serve by the Company. In the event of your failure to do so, you shall be liable to face legal proceedings and compensate the Company for any material loss of business, as determined by the Company at its sole discretion. The Company may withhold your exit clearance and / or full-and-final settlement on account of your breach of the Company's rules and regulations and until it is able to recover the losses incurred by it.

8. Working Hours

The training hours applicable to you will be the same as are observed, depending upon your process and program. The initial shift, location, or program allotted to you may change at any time during the period of Apprenticeship, as decided by the Company's management.

9. Conflict of Interest

9.1. During your service with the company you are expected to devote your whole time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business. You will not take up any other work for remuneration (part time or otherwise) or work in advisory capacity or be interested directly or indirectly in any trade or business, during your employment with the Company. This restriction applies whether or not the other activity is of a similar nature to or competes in any material respect with any of the businesses of the Company.

9.2. You will not seek membership of any local, public or political bodies or undertake any other

business, assume any public office, honorary or remunerative, without the specific written permission of the HR Head. In the event of your becoming member of any local or public or political bodies or undertaking any business, assuming any public office without following due process as prescribed by the Company, you shall be deemed to have contravened the terms and conditions of employment and the Company reserves the right to take appropriate action as it deems fit including forthwith terminating your contract with the Company.

9.3. In case you join or are transferred to the Financial Markets vertical, you may be required to disclose the details of Demat / Trading account(s) held by you and your family members to meet the compliance requirements of the client.

10. Non – Disclosure

10.1. You hereby agree to sign and enter into a Non-Disclosure / Confidentiality Agreement on your date of joining or at any time thereafter in the format prescribed by the Company. You further agree that you shall keep the Company's Confidential Information (as defined in the Non-Disclosure / Confidentiality Agreement), whether or not prepared or developed by you, in the strictest confidence.

10.2. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and the Company will automatically be indemnified against any breach thereof.

11. Non-Solicitation of Employees and Clients and Non-Compete

11.1. During your tenure with the Company, thereafter immediately following the termination of your contract / end of the Program with the Company for any reason, you shall not:

a. Undertake and ensure that directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment with the Company.

b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company.

c. Join the services or be associated with any former employee of the Company who is undertaking any activity competing with the business of the Company.

12. Jurisdiction

In case of any dispute or difference arising out of or under this contract, resulting into any proceeding before any Authority, Courts etc. in respect of this contract, the same will be subject to the jurisdiction of Mumbai.

13. Applicable Company rules and regulations

You will be governed by the Company's rules and regulations and practices as enforced from time to time on matters whether specified herein or not, including on matters such as

designation, emoluments and the structure thereof, working hours, etc. Company's decisions on all such matters shall be final and binding on you

14. Change in Terms and Conditions of your employment

The Company reserves the right to change the terms and conditions of this letter, which would be intimated to you either through changes in the Company's policies or through an amendment to your Contract, or through other means of communication, which would purport to amend the said terms of your Contract.

Your Apprentice appointment is contingent upon successful completion of background check; documents submitted by you will be sent for necessary verification and authentication to the background verification agency.

If the terms and conditions offered herein are acceptable to you, please return the acceptance copy to the undersigned, duly affixing your full signature on the last page and initials on the remaining pages.

Regards



Offered By: Sagar Shetty

Designation: Associate Program Manager– Human Resources

ANNEXURE I

Stipend and Benefits Applicable During the Contract Period

1. Stipend

Your stipend will be Rs. 17,981 per month for the duration of your training. This stipend is comprehensive and all-inclusive, and hence it shall be deemed to include all the liabilities of the Company.

The Company will deduct taxes or statutory payments from the stipend, as prescribed by the law of this country from time to time.

2. Benefits

2.1 Group Medical Insurance

a. You are eligible for a floater medical insurance cover of INR 100,000.

b. You may also opt for an additional cover for your family, including your spouse, children, and parents / parents-in-law, post your joining the Company. The premium against the additional cover will be communicated to you and will be deducted from your salary.

c. You are covered for an amount of INR 300,000 under the Group Personal Accident Insurance Policy.

2.2 Group Personal Accident Insurance

a. You are covered for an amount of INR 300,000 under the Group Personal Accident Insurance Policy.

b. The policy covers disablement (temporary and permanent both) and death caused due to accidents.

2.3 Transport

The Company offers subsidized transport to all its employees, basis the local transport policy. Should you wish to avail it, an amount of **INR 1,250** will be deductible from your fixed stipend every month.

ANNEXURE II

Salary Structure Applicable on Absorption to the Company's Rolls on Successful Completion of the Training Period

Name: Prachi

Designation: Analyst

Date of Joining: July 21, 2022

SALARY OFFER BREAK-UP	Amount (INR)	Annual Amount (INR)
Basic Pay	8,991	107,892
House Rent Allowance	0	0
Other Allowance	4,805	57,660
Bonus	2,530	30,360
Cash Compensation	16,326	195,912
Retiral Fund	1,655	19,860
Total Fixed Compensation	17,981	215,772
Performance Bonus	1,438	17,256
Cost To Company	-	233,028
Gratuity	-	5,190
Total Cost to Company	-	238,218

- Since you have opted not to participate in the Employee's Provident Fund Scheme, the Retiral Fund amount mentioned in your salary will be paid as part of Monthly Fixed Compensation.

4. The Company is also pleased to extend the following benefits to you:

4.1 Group Medical Insurance

- You are eligible for floater medical insurance cover of INR 100,000 which covers yourself
- You may also opt for additional cover for your family including your spouse, children and parents / parents-in-law post your joining the Company. The premium against the additional cover will be communicated to you and will be deducted from your salary

4.2 Group Personal Accident Insurance

- You are covered for an amount of INR 300,000 under the Group Personal Accident Insurance Policy.
- The policy covers disablement (temporary and permanent both) and death caused due to

accidents

4.3 Night Shift Allowance

- a. In case you are required to work in the night shift on account of process or client requirements, you will be eligible to receive Night Shift Allowance
- b. The amount paid to you will depend on your designation, number of nights shifts worked and all other rules as may be specified by the company policies.

4.4 Language Allowance

- a. In case you're hired for a role that requires proficiency on a foreign language, you shall be eligible to be paid a Language Allowance along with your monthly salary
- b. The same will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency

4.5 Transport

- a. The Company offers subsidized transport to its employees, basis the local transport
- b. Should you wish to avail, an amount of INR **1,250** will be deductible from your fixed stipend every.

Other Notes:

1. Taxation

- a. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your stipend.
- b. The Company shall be entitled to deduct from your stipend, income tax, other taxes and levies which it is liable to deduct at source.

2. Gratuity

On being absorbed as an employee on the rolls of the Company after the successful completion of your Program, your tenure as Apprentice would be counted towards gratuity entitlement, for the purposes of the Payment of Gratuity Act, 1972 and the amendments made thereafter. Gratuity is payable for the duration you were under the training period at eClerx.

3. Performance Bonus

- a. The performance bonus mentioned in the aforementioned table includes complete liability of the Company on bonus payments to you, including those required by statute.
- b. Bonus pay-out is contingent on your performance, and will be prorated basis the date of joining or changes in salary as per the Company's policy.

Regards



Offered By: Sagar Shetty

Designation: Associate Program Manager – Human Resources

Accepted by: _____

(Name and Signature)

Date: