Zero Tolerance

- Employees must be at the place of work by the fixed / notified time, an employee who reaches the office within 10 mins of the fixed / notified starting time may be allowed to perform his / her duties. If in case he / she is not able to do so he must inform this to his / her reporting authority.
- All the Employees have to wear their identity cards while on Duty.
- All Employees should wear Mask in working premises.
- Every employee will mark their Login time and Logout time in Register whenever they will go out of office during working hours.
- Management will take strict actions if any employee found continues chatting or playing games while on working hours.
- If management finds login time of any employees after 10-15 of fixed time of that particular shift it should be countable as a Leave.
- Dress Code for Men is Formal and for Women is Formal and Traditional Saturday will be casual for both. Lowest and Torn Jeans is not allowed.
- Employees will keep their cell / Mobile phones on Silent modes or Switched off.
- No Personal Relationship is entertained in working premises if anything heard like this that both will be **TERMINATED**.
- Smoking, Drinking, Eating Supari and Chewing Gum in Office premises is strictly **PROHIBITED**.
- Misuse, brokerage of any things like system, office properties the brokerage amount should be deducted from the employees' salary.
- If the agents' misbehave and indiscipline in the office premises directly they will be **TERMINATED.**

Letter of Appointment for Technical Support

Mahalaxmi V Amate

Chikodi, India Tel: 8496912789

E-mail: mahalaxmiamate07@gmail.com

Dear Mahalaxmi.

Re: Appointment as Technical Support

We have pleasure in appointing you as **Technical Support** at SK Associates (the "Firm") on the following terms and conditions, read with the Code of Business Conduct Policy Formulated from time to time by the Company. Non-disclosure of Confidential Information incorporated into this letter shall form part of the terms of your employment.

1. APPOINTMENT

Your appointment shall be effective from the date of joining. You are required to report at **SK Associates Chikodi.** The Firm may change your place of work, at its absolute discretion, to another location at which the Firm maintains premises, including offices of the Firm's affiliates and associates, in India and abroad. Further, the Firm may change your place of work, at its absolute discretion, to location of its customer's premises anywhere in India or abroad.

- **a.** You will be employed as **Technical Support** of the Firm at Chikodi office initially; But the Firm shall be at liberty to change the job description when a business necessity for the change arises.
- **b.** You will be on a probation period of six months. Firm reserves the right to terminate your employment without notice within this period if the performance is no satisfactory. However, if the service is terminated by you, then clause 14.C/14.C.i applies.
- **c.** Late coming is considered as a half day or agents need to extend the working hours.

1. REMUNARATION

- **a.** You will be paid a salary of **Rs. 84,000/- (Rupees Eighty Four thousand)** per Annum (CTC), PF, subject to variable structure & statutory deductions.
- **b.** It is a condition of your employment that you do not disclose your salary and stock options to other employees. Any breach of this regulation could result in disciplinary action.
- **c.** If the Identity Card is loss or damaged **FINE** of 100rs will be deducted from your Salary.
- **d.** If any employees get abscond or will not inform or any reason of leaving the firm will not be paid.

2. Days and hours of Work

a. The working days will be **6 days a week** and nine (9) hours per day(Domestic Process) and **5days a week** and nine(9) hours per day(International Process), but you may be expected to work for more time as and when the business of the Firm so demands. You will have to be present in the office from Monday to Friday/Saturday. Your duties may require you to work late night. As a consequence, you

must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours in the office, you shall not be entitled to any additional payment in this regard. The Company reserves the right to change your working hours if found necessary.

3. Benefits

a. You are entitled to receive a performance bonus as per the Firm's Policy as may be in place from time to time based on your individual & Firm performance.

4. Increment in Remuneration

a. Your salary will be reviewed annually on the basis of the performance management norms of the Firm and your performance in a given assessment period and on such effective date as applicable to employees in your category.

5. Leaves

- **a.** You will be entitled to 10 days of leave in a year (As per Client Requirement) on a prorated basis. You shall be entitled to accumulate leave up to a maximum limit permitted as per the state Shops & Establishment Act.
- **b.** If you are unable to attend work for more than three (3) continuous days due to illness or injury, you are required to take special permission of the Firm, as set out in the Firm's Code of Business Conduct Policy and to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.
- **c.** You shall inform your superior immediate in mail, reasonably in advance (before 3-4 days), of your intention of taking your leave and you shall obtain his prior approval in mail.

6. Responsibilities and Duties

- a. Your employment in the Firm shall be subject to the Firm's Code of Business Conduct Policy as laid down in relation to conduct, discipline and other matters. You shall always be alive to the responsibilities and duties attached to your office and you shall conduct yourself accordingly.
- **b.** In view of your office, you must effectively perform to ensure results in accordance with performance parameters as may be related to your position. The determination of your performance shall be in accordance with Performance Management System of the Firm which shall be final and binding on you. You will be expected to work extra hours to achieve this whenever the job so requires. You shall faithfully serve the Firm and use your best endeavour to promote the interest and business thereof. When you accept your position at the Firm, you undertake to be free from any previous employment or engagement.

7. Confidential Information

- **a.** "Confidential Information" shall deem to mean and include the following:
- i. All information relating to the Firm, developed, disclosed by the Firm (whether in written, oral, graphic, electronic or other tangible or intangible form) to you during the course of your employment with the Firm, including but not limited to, all technical, non-technical information, data, code, business operations information, selection process, ideas and creative works, research belonging to the Firm (regardless of whether such information is protectable under copyright, patent or trademark and/or trade secret), or otherwise, and includes proprietary information;
- **ii.** All information including the information of the Firm's client and customers, relating to such matters which comes to your knowledge in the course of your employment with the Firm and which by reason of its character and/or the manner of its coming to its knowledge, is evidently confidential (whether or not marked as confidential);
- **iii.** Information obtained from the Firm's lists of and/or database of contact names and details and/or potential client Firms, and/or client Firms and/or customers and/or contractors and/or candidates;
- **iv.** All information obtained from the Firm's internal list of employees' names, telephone numbers, performance records or details;
- **v.** Any information in relation to which any Group Firm owes a duty of confidentiality to any third party.
- **b.** You agree that the Confidential Information received by you during your employment with the Firm is the property of the Firm or the relevant Group Firm or its clients/ customers. You agree and undertake to return all such property (whether in written, electronic or other form) to the Firm immediately upon termination of your employment or at any time prior to that if the Firm requests.
- **c.** If any declaration given or information furnished by you to the Firm proves to be false or if you are found to have wilfully suppressed any material information, in such cases, your employment with the Firm shall be liable to be terminated without any notice and without any compensation.

8. Termination

- **a.** Notwithstanding anything herein contained, your employment may be terminated immediately by the Firm at any time without notice or payment or any compensation or benefits whatsoever, if, among other things:
- i. You disobey a lawful direction of the Firm;
- **ii.** Fail or neglect to efficiently and diligently carry out your duties to the reasonable satisfaction of the Firm:
- You remain absent from work for a continuous period of seven (7) days without prior permission or sanction of the Firm in mail (including overstay on leave);
- **b.** Without prejudice to clause 15. A but notwithstanding any other provision of this Letter of Appointment, if you are unable to perform your duties properly by reason of illness or injury for a period or periods aggregating at least 90 days in any period of 12 consecutive calendar months (the "**Period of Incapacity**") then the Firm may at any time immediately after such Period of Incapacity, by not less than one (1) month prior written notice to you, terminate the Employment, while you are incapacitated by illness or injury from performing your duties.
- **c.** Your employment after your confirmation in the service may be terminated at any time:
- **i.** by you giving to the Firm 1 month written notice; or

- **ii.** You shall not be entitled under any circumstances to pay salary in lieu of notice to terminate your employment with the Firm. You may be required to take any accrued holiday entitlement during such notice period.
- **iii.** The Firm shall relieve you from your employment on payment of the above mentioned amount of liquidated damages. The Firm reserves its right to adjust the above sums from dues, if any, payable to you, failing which such sums will be recoverable by the Firm as a debt. This sub clause is without prejudice to the right of the Firm to recover any sums or balance of the sums owed by you to the Firm under the applicable laws.
- **d.** You acknowledge and agree that such notice (or payment in lieu thereof by the Firm) is reasonable notice of termination and no other notice requirements express or implied shall apply.
- **e.** Upon the termination of your employment for any reason by either party, or upon the effective notice of termination of your employment by either party, the Firm shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Firm's absolute discretion. However, you will not take up any alternate employment until expiration of such notice period.
- **f.** If your employment is terminated for any reason:
- i. Within 90 days from the date of joining, then you shall be liable to repay, refund and reimburse the Firm the joining bonus, relocation bonus and any expenses borne by Firm as per clause 3, only after which the Firm shall relieve you from the performance of any and all duties. The Firm reserves its right to adjust the above sum from dues, if any, payable to you, Failing which such sum will be recoverable by the Firm as a debt. This Sub clause is without prejudice to the rights and remedies of the Firm to recover any amounts owed by you to the Firm on any other account.
- **ii.** you must return all the Firm's property to the Firm on termination including any leased property, all written or machine-readable material, software, laptop, mobiles, computers, credit cards, keys and vehicles, etc.; and
- you must not record or retain any Confidential Information of the Firm including of its client/ customer which is marked as such or which by its nature is deemed as confidential whether so informed by the Firm at the time of giving or not, in any form after termination. Upon request of the Firm and/or its Group, you will return or destroy if requested by the Firm all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, effects or records etc. or any other material belonging to the Firm or relating to its business or derived from the Confidential Information of the Firm and/or its Group including in its electronic form and shall not retain or make copies of these items. You will provide a certificate to the Firm and/or its Group that such materials have been destroyed or returned, as the case may be.

9. Employment Contingency

- **a.** This employment offer is contingent upon satisfactory reference checks, and confirmation of prior employment and education. The Firm reserves the right to carry out reference checks and verification of your prior employment dates, positions, and salary drawn and other compensation and benefits information. You may be required to sign a letter permitting the Firm to obtain such information from your previous employers.
- **b.** The Firm may perform subsequent checks from time to time, and if any of these Reference checks prove any wilful non-disclosure or discrepancy in the information Provided by you, disciplinary action will be initiated.

10. Disciplinary and Grievance Procedures

- **a.** You are subject to the Firm's disciplinary and grievance procedures the current versions of which can be found on the Firm's intranet. These policies are non-contractual and will be updated from time to time.
- **b.** You shall refer any grievance concerning your employment to your superior in the first instance. Where the grievance is against the superior, the employee should put their grievance in writing and submit this to the head of their vertical or a member of the Executive Committee.
- c. In order to investigate a complaint of misconduct made against you and/or pending a disciplinary hearing the Firm shall be entitled to suspend you from your duties on full pay and with full entitlement to all other benefits and commission to which you are entitled under this Letter of Appointment for so long as the Firm shall consider necessary in order to facilitate a proper investigation of such complaint and during such period of suspension:
 - i. The Firm may require you to stay away from and have no contact with any premises, employees, officers, customers, clients, candidates, contractors, agents or suppliers of the Group.

11. Confidentiality

- **a.** You recognize that you are being hired in a position of trust and confidence with the Firm and will in the course of your employment with the Firm, be exposed to various items of secret and Confidential Information that are proprietary to the Firm. You covenant to hold any such information in trust for the Firm and undertake not to disclose such information to any third party.
- **b.** You shall make no use whatsoever, directly or indirectly, of any Confidential Information at any time, except as required in connection with the performance of his duties for the Firm.

12. Medical Fitness

- **a.** This Letter of Appointment is subject to your being found medically fit by the Firm's Medical Officer or such other Medical Officer that the Firm may appoint for the purpose.
- **b.** The Firm reserves the right at any time during your employment to require you to undergo a medical examination and to give such samples as a registered medical practitioner nominated by the Firm may require. You hereby unconditionally grant right to the Firm to receive directly from the medical officer and review your medical reports. The Firm shall treat such medical reports confidential in accordance with the applicable laws.

13. Governing Law and Jurisdiction

a. This Letter of Appointment and the Firm's Code of Business Conduct Policy shall be governed by Indian law. The courts at Chikodi only shall have exclusive jurisdiction in the event of any dispute arising between you and the Firm in respect of or under this Letter of Appointment and/or the Firm's Code of Business Conduct Policy or in any matter concerning your employment with the Firm. You hereby agree to unconditionally and unequivocally submit to such exclusive jurisdiction of the courts at Chikodi as envisaged hereinabove.

Please confirm that the above terms and conditions are acceptable to you and that you accept this appointment by signing this Letter of Appointment in duplicate.

Yours faithfully, For SK ASSOCIATES.

