

RRF No: 2019IND40505 Date: 25 December 2019

Ms. Nikhita Shreekant Kambar, No 13, 1st Main, 2nd cross, BHK 3rd Stage Desouga nagar Hosakerehalli Bangalore 85

Dear Nikhita,

We welcome you to join a progressive and winning team with a passion for technology and excellence. We are dedicated to providing opportunities, career advancement and development to our people and we are sure you will find your career with us a challenging, learning and rewarding experience.

We are pleased to confirm our offer of employment to you as **Trainee** in our Organization under the following terms and conditions.

TERMS AND CONDITIONS:

- 1. Your Annual Guaranteed Compensation will be **Rs. 2,37,500** (Rupees Two Lakh Thirty Seven Thousand Five Hundred only) and you are also entitled for a Variable Compensation of **Rs. 12,500** (Rupees Twelve Thousand Five Hundred Only), however you can also earn up to **Rs. 15,625** (Rupees Fifteen Thousand Six Hundred Twenty Five Only) based on your performance. And you are also entitled for Allowance Compensation of **Rs. 39,600** (Rupees Thirty Nine Thousand Six Hundred Only). The details of the above said components are enclosed in Annexure 1.
- 2. You are currently positioned as Grade **JL1B** in the organization which entitles you to specific benefits. The details are enclosed in Annexure 1.
- 3. **Medical Insurance:** In accordance with the Company's policy, you and your family (spouse & 2 Children) will be covered under a Medical Insurance scheme, the benefits of which are enclosed in Annexure 1.
- 4. **Location:** Your initial place of work will be **Bangalore**. However, your services are transferable, and you may be assigned after reasonable notice to any location in India or abroad where the Company or any one of its associates or customers, conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
- 5. **Annual Leave:** You will be entitled to twenty-four working days of leave per annum subject to prior approval by the Company. On your joining, kindly refer to the Company's leave policy for further details in this regard.
- 6. **E-mail ID & Contact Details :** You will need to communicate your personal e-mail ID, at the time of joining, such e-mail ID, so communicated by you, can be treated as the authenticated (without limiting the rights of the Company to notify / communicate to you through any other mode or e-mail IDs) e-mail address for any communication from you. You will also keep us informed in writing of any change in your residential address, civil or marital status and such other matters.

- 7. **Relocation:** If you are stationed outside of **Bangalore**, you will be reimbursed expenses of your relocation to **Bangalore** from your current location as per the details enclosed in Annexure 2.
- 8. **Transport Facility:** In accordance with the Company's policy, company transport facility is available only for certain grades of employees working in US & UK time zones. If you wish to use this facility, a subsidized amount based on the distance would be deducted from your salary. More details would be provided upon your joining.
- 9. This employment is subject to you being medically fit and the Company shall also conduct a background and reference check as per Company policy. In the event the results of such checks are unsatisfactory on any account or if any information or declaration given by you to the Company proves to be false or if you are found to have willfully suppressed any material information, your services will be terminated immediately without prior notice. Further, you will be liable to payback all the expenses incurred by the Company as mentioned in Clause 12.
- 10. You will be on probation for a period of six months, which may be extended by the Company at its discretion. At the end of the probation period, your services with the Company would be confirmed subject to your performance meeting the requisite standards. During the probation period, either party may terminate this contract by giving one month notice in writing or one month of Gross Compensation in lieu of notice. However the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.
- 11. Post confirmation, your services may be terminated by either party by giving 60 days' notice period in writing or 2 months gross Compensation in lieu of notice. However the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period.
- 12. For any reason, if you cease to be an employee of the Company within one year of your joining date, you shall be liable to payback all the expenses incurred by the Company including but not limited to joining bonus, notice period buy-out cost, training cost, relocation expenses, any brokerage commission / fee, certification costs immediately. Without prejudice to any other rights of the Company, such liabilities shall be considered as a due from you and recoverable / deductible from any payments payable to you. However the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the Notice period.
- 13. Unauthorized absence or absence without permission from duty for a continuous period of 5 working days would make you lose your lien on employment. In such case the Company reserves the right to terminate your employment without any notice. In addition, you will be liable to payback all the expenses incurred by the Company up to the effective date of termination.
- 14. **Secrecy:** During the period of your employment, you will work honestly, faithfully, diligently, and efficiently for the growth of the organization. You are expected to maintain utmost secrecy in regards to the affairs of the Company and shall keep confidential, any information, instruments, document, etc., relating to the Company that may come to your professional knowledge as an employee of the Company. You will also be required to sign a Proprietary Information and Inventions agreement on joining.

15. **Activities:** During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not take up (whether part time or otherwise) any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. Also you shall not commit / involve (whether directly or indirectly) in any act or omission (whether intentional or reckless or negligent or otherwise) which prejudices the interest(s) / goodwill of the Company.

You shall not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products, services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the explicit written permission from the Company. Any breach thereof, shall be deemed to be a violation of the Company policies and would be treated in accordance of clause 21.

- 16. **Assets and Materials furnished by Company:** Company shall own all assets, materials / equipment it provides to you. You shall return all assets, documents, files, materials / equipment upon the earlier of the termination of your services or Company's request for return of such assets, materials, etc. You shall be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.
- 17. **Non-Solicitation:** For a period of one year after termination of your employment, you shall refrain from soliciting for rendering your services in any capacity to any client or customers for which you have performed services as an employee of the Company during the twelve months prior to your separation from the Company. During the term of your employment with the Company and for a period of 12 months thereon, you shall not solicit, entice our personnel, contractors to terminate their employment with us / join with any other organization / firm. For the purpose of this para the expressions client or customers mean those with whom you have interacted or dealt with by virtue of your employment with the Company, during the term of your employment with us.
- 18. **Work Done For Hire:** All work product(s), tangible / intangible properties prepared or developed or conceived by you, during the term of your employment with the Company, shall be considered works made for hire owned exclusively by Company. You shall not have any rights (of whatsoever nature) in the intellectual property right (of any kind including but not limited to the right to be identified as author and the right of ownership etc.) prepared or developed or conceived in connection with your services to Company.
- 19. **Governing Agreement:** If you have [executed / to execute] any agreement(s) in connection with the Company then your services shall also be governed by such applicable agreement(s). With respect to any subject matter(s) / issue(s), if any conflict arises between this Appointment Letter and any such applicable agreement(s) then the respective provision(s) in such agreement(s) shall prevail over this Appointment Letter.
- 20. **Tax:** All payments to you, by the Company shall be subject to the deduction of applicable taxes / levies, as per the prevailing statutory provisions.
- 21. **CSS Corp Private Limited** reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

- 22. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to payback any amount in lieu of notice.
- 23. **Retirement:** You will retire on the last day of the month in which you complete sixty years of age.
- 24. **General:** The above terms and conditions are based on Company policies and other rules currently applicable in India and are subject to amendments, regulations of the Company as shall be in force. Only those authorized by a specific power of attorney may sign legal documents, representing the organization. In all service matters, including those not specifically covered here, such as Travel, Leave, Retirement, etc., you will be governed by the rules of the Company framed from time to time.

We look forward to having you on board on or before **26-Dec-2019**. As a token of acceptance of this offer letter, please sign the duplicate copy attached and return to us or confirm your acceptance by e-mail to **abhishek.sao@csscorp.com** before **25-Dec-2019** else this letter would stand void.

For CSS Corp Private Limited

I accept the above terms and conditions.

Mastanrao Gatram Director – HR Candidate Signature: Date: Date of Joining:

- 1. Annexure 1 Salary Working & Benefits
- 2. Annexure 2 Mandatory Documents to be produced on Joining Day & Reporting Details

Salary Working				
Name:	Nikhita Shreekant Kambar			
Designation:	Trainee		Grade:	JL 1B
	Explanatory Notes		Monthly	Annual
Fixed Components				
Basic Pay	30%	TGC	14,021	1,68,252
Statutory Bonus	As per the Act		2,804	33,648
Special Allowance*	Balancing Component		1,167	14,000
Statutory Benefits				
Provident Fund (Employer Contribution)	12%	Basic	1,800	21,600
Total Guaranteed Compensation 19,792			2,37,500	
Variable				
Variable Performance Pay	5%	Compensation		12,500
Total Variable Compensation**				12,500
Allowances				
Night Shift Allowance (US)	22 days		3,300	39,600
Total Allowances***				39,600
Benefits				
Personal Accident Disability Cover				7,50,000
Accidental Death Cover				15,00,000
Group Term Life Insurance Cover				15,00,000
Employee Direct Linked Insurance Cover				6,05,000
Hospitalization Insurance for Self, Spouse & 2 Dependent children				2,00,000
Gratuity as per prevailing rules			.	
Leave Encashment upon exit up to	60 days	Basic		
Deductions				
Statutory Deductions like:- Provident Fund, ESIC, Labour Welfare Fund, Income Tax & Profession Tax - As per applicable rules				
Special Allowance includes Flexi option - LTA, Meal Card and NPS Contribution				
*Tax Exemption on Flexi Option will be provided as per prevailing IT Rules on production of proofs.				
**All variable payments are eligible to be paid only if on rolls as on date of payment				
***All allowances are eligible to be paid if period in consideration has been served				
**** Variable Performance Pay (VPP) will be paid twice in a year. (i.e.) October and April based on the Individual and Company's performance.				