

**Shalini Srivastava**  
**Noida, India**

**June 08, 2022.**

**Dear Shalini,**

Subsequent to our discussion and letter of offer, we have pleasure in appointing “**Shalini Srivastava**” in eTeam Info Services Pvt. Ltd as “**Associate Technical Recruiter -US Staffing**” You are expected to join on or “**June 08, 2022**”, failing which, Company reserves the right to rescind this letter.

Your Annual Cost to Company (CTC) will be **Rs.3,00,000 (Rupees Three Lakh Only)** as detailed in Annexure “A” and you will be required to work **remotely** from home.

During your period of employment, you would be governed by the terms and conditions as per the appointment letter and HR Handbook which is subject to amendment from time to time at Company’s sole discretion.

**I. DOCUMENTS**

You shall furnish at the time of starting employment (or within one week thereafter) the documents to the Company as mentioned below. Any delays in submitting the requested documents, may affect your joining or processing your first pay.

This appointment is offered to You, based on your having furnished the Company, correct information regarding your past services and other records. If at any time it is revealed that employment has been obtained by furnishing false/inappropriate information or withholding pertinent information, the Company in its sole discretion may terminate your service at any time without notice and Company shall be free to pursue any action against You as provided under the local law.

- Copies in support of your educational qualification(s) (marksheets and degree certificates)
- Copies in support of your work experience (Offer/appointment and experience/relieving letters)
- Copy of your resignation acceptance or release communication from current employer
- 2 passport size photographs
- Form 16/salary certificate/Bank Statement
- Address proof (Aadhar Card, PAN, Passport etc.)
- Compliance Documents (Form F, Form 2, Form 11, etc)

**II. SALARY**

a) Your annual remuneration is as specified in Your Annexure “A”.

b) This compensation package has been customized for You after taking into account your qualifications, and relevance of experience and your roles and responsibilities.

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- c) You will be required to strictly **maintain the secrecy** and ensure that You do not divulge or communicate in any manner, any information regarding **your remuneration/terms of employment**, to any other employee, except to the Head of your department and the Head of HR Dept. of the Company.
- d) In the similar way, when deputed to work or while interacting **at the client site**, You are expected to **maintain full confidentiality regarding your salary packages** and expected not to discuss or disclose the same at any time, to any member of the client staff in the interest of maintaining and promoting good and ethical functional business relations with other clients.
- e) Please note that the salary structure of the Company may be altered/modified at any time without prior notice and other terms may accordingly be altered/modified at any time. Further salary, allowances and all other payment benefits will be governed by the Company's rule as well as statutory provisions in force from time to time and subject to deductions of appropriate taxes at source.

### **III. PROBATION**

You will be placed on probation for a period of Six (6) month from the date of Your commencement of employment. This period of probation may be reduced or extended for a further period of One (1) month, at the absolute discretion of the Company and in either case; You will be informed in writing prior to or upon expiry of the initial period of probation in case, it is either reduced or extended. During the probation period, your employment will be subjected to termination/resignation by providing or furnishing seven (7) days prior written notice to the Company.

### **IV. TERMINATION**

- a) Your employment will be subjected to termination at any time, by providing 30 days written notice or salary in lieu of such notice after the successful completion of the Probation period and 7 days written notice or salary in lieu of such notice during Probation.
- b) The Company, however, reserves the right to terminate your employment without any compensation and notice for a 'Cause' The term 'Cause' shall be used in the document mean (i) the commission of a crime involving moral turpitude, theft, fraud or deceit; (ii) conduct that has an adverse effect on the Company's reputation; (iii) substantial or continued unwillingness or inability to perform duties assigned to the Employee; (iv) gross negligence or deliberate misconduct; (v) any material breach of terms and conditions specified in this letter; or (vi) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer; (vii) thereof for misconduct breach of responsibilities or providing sensitive confidential information to competitors/clients or non-performance or absconding from duties and the Company reserves all the rights to take Legal actions against the Employees.
- c) Employee cannot use his/her accumulated leave to serve Notice Period.

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- d) When You formally resign from the Services of the Company, the Company may, in its sole discretion, permit You to pay up for the notice period in lieu thereof.
- e) In the event of project closure, You will be relieved from your services with immediate effect without notice.
- f) Your services can be terminated with or without notice/compensation; if You fail to clear background check and the report status is Amber/Red.

## **V. ABSCONDING WITHOUT NOTICE**

In case, if You are on unplanned/unapproved leaves or any such leaves, which has been taken without any prior approval from the Reporting Manager for three or more than three Consecutive Days, it shall be deemed that You are no more interested to Work with the Company and will be declared absconded from the Services. Furthermore, In case if You quit the Job without serving proper notice period as stipulated in the Appointment letter with eTeam Infoservices Pvt. Ltd., or its client, You shall be considered as “Abscond”. In such an event, the Company has the rights to pursue any legal action, if wishes to do so, against You and You shall be liable to bear all the Cost which include Jurisdiction Cost, Financial Loss, Value loss or any such loss which has impacted by any means to the Company or its Clients. In addition, if you are considered absconded, then Company will provide your status of employment in your future reference checks and background checks as “absconded”.

## **VI. SALARY REVIEW**

Your Salary will be reviewed periodically as per the policy of the Company subject to alterations from time to time. Increments will be solely based on your progress in the Company. Taxability of the salary and benefits will be as per Income Tax Rules.

## **VII. GENERAL**

### **a) Medical Fitness**

Your appointment with Company will be subject to; (i) your being found medically fit and certified by your family doctor and, (ii) receipt of satisfactory references. We would require You to complete medical formalities before You join the organization.

At any point of time during your service with the Company, if You are found to be unfit or incapacitated to give your service on medical grounds, You will be liable for termination from the services of the Company. The opinion of the Doctor appointed/authorized by the Company in this regard will be taken as final and binding.

### **b) Absence**

Any absence for a continuous period of THREE days of unsanctioned leave, including your over-staying the period of leave by THREE days ( i.e. a total of SIX days of not reporting to work without prior intimation ) may automatically make You lose your employment with the Company, and your service shall automatically stand terminated without any notice or any Compensation in lieu of such notice (as stated in this letter) and Company may or may not provide, in its sole discretion, intimation of such termination. In such a situation You will be liable to pay one month's gross salary to the Company as liquidity damages.

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**c) Responsibilities and Job Description**

The Company reserves the right to assign the responsibilities and job description and allocate additional functions in your jobs description according to its need and requirements prevailing at the time. Any such re-designation shall not negate any other portions of the terms and conditions of employment. You will be required to work on any project assignment in India or Abroad on which the Company may depute You from time to time. You will be required to document all your work on regular basis, as per the Company rules.

**d) Training**

You will be required to undergo various specialized (internal/external) training which the Company may arrange for You from time to time and You will be required to adhere to the schedule as specified for the training programs.

**e) Duty Hours**

You shall attend office according to the rules prevalent from time to time. You may also be called upon to attend to your duties as and when required in shift or on holidays, in accordance with exigencies. In view of your position, it may be necessary for You to undertake such work, as well as undertake tours and travel.

During deputation at Client site, You will be required to strictly follow the rules and regulations of the Client and Company and adhere to the code of conduct. All the Leaves have been pre-defined by the Organization basis on the Business and Client requirement at the Start of Every year and it may differ from location to location, or Client to Client basis on the Business purpose and it can be changed, subject to matter of Organizational or Client requirement.

**f) Attendance**

Employee acknowledge and understand that his/her leaves are subject to approval from respective Project Manager / Supervisor has to ensure such approval to be submitted before 30th day of every month. In case, if leaves are approved after 05<sup>th</sup> of that specific month, in that case, salary will be processed on 15<sup>th</sup> of every month. In addition, Employee must complete his/her 9 hours every day for full attendance.

**g) Location/Travel**

You will be presently based at your Project's Location. It is understood that this appointment will involve your posting or travel anywhere in India or abroad.

**h) Commitments**

It should be clear to You that there are no other commitments made by the Company in terms of your compensation or otherwise other than what is mentioned in the appointment letter.

**i) Professional Ethics**

You will be required to deal with the Company's money, material and documents with utmost honesty, confidentiality and professional ethics. If You are found guilty, at any point of time of moral turpitude or of dishonestly dealing with the Company's reputation, money or material or documents or of theft or of misappropriation, regardless of the value involved, your Service would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in the appointment letter.

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**j) Usage of Software/Hardware**

You are strictly prohibited from bringing any unauthorized infringed copies of software in the office premises, from any external sources or copying software from one computer system to another which may include any violation/infringement of the Intellectual Property Rights of any party. Non-compliance of this rule will be regarded as a serious offense and will be subject to disciplinary/legal action.

**i) Code of Conduct**

You shall carry out your work diligently and devote full time and attention to your tasks and while on the premises of the Company and not indulge in activities of personal interest and/or for the personal entertainment or activities which hinder the interest, the business activities of the Company and the performance of your colleagues.

While at work on Company premises, use or possession of alcohol, narcotics or like substance/s is prohibited and use/possession of the same is ground for disciplinary action including but not limited to dismissal.

Whenever there is a change in your personal information, You shall notify the same to the Company, in writing with proof within three (3) days.

**VIII. DIRECT CONTACT**

During the period of Your employment with the Company, You shall not communicate in any fashion with the Company's Client's technical or administrative (including contracting, procurement, human resources, etc.) personnel concerning any matter or to provide services to Client except that Sub-Contractor's temporary personnel may communicate with the Client concerning those services for which you are being hired.

**IX. INTERNET POLICY**

It is an implicit part of the conditions of service that You shall act at all times during your service with the Company, in the Company's best interest. You shall be required to strictly comply with the Company's internet policy, which prohibits the use of the Company's computers or such facilities for any purpose not in the accordance with law or for private purposes. You are prohibited from sending or being privy to sending, any objectionable, or anonymous, or pseudonymous e-mail messages to the Company or any other entity by using the Company's facilities, or while in the Company's premises in any location. You shall not extract information or store any type of data or information, in such a manner as to be able to retrieve or take away such information/data after severance of your employment with the Company, howsoever caused. You shall not use the electronic media of the Company to send or receive electronic images or text of any abusive nature.

**X. NON - COMPETE CLAUSE**

You agree that during the terms of this letter and a period of twelve (12) months following the termination of your employment or twelve (12) months following the Term date or the Termination date of any agreement, whichever is later, You shall not directly or indirectly, on behalf of any individual or entity, be employed by an Company's Client, vendor, broker, end-client, end-user or any entity introduced directly or indirectly to You by Company or any entity

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that You provided services for. You further agree not to solicit, directly or indirectly accept or divert any employment, business, and computer consulting contracts or make any contacts with any Client, vendor, end-client, and end-user otherwise take away from the Company any business the Company had or was actively soliciting during your employment and thereafter. This para shall survive the termination or expiration of this Agreement.

**XI. NON-SOLICITATION**

You agree that during your employment with the Company and for twelve (12) months thereafter You will not directly or indirectly solicit the employment, consulting or other services of any other employee of the Company, or a Client, end-client or end-user of the Company, or of an entity at which You were placed or introduced as a result of your employment with the Company, or induce any such employees to leave such employment or to breach an employment agreement therewith.

During your employment with the Company and for twelve (12) months thereafter, You shall not directly or indirectly in any capacity induce or allow or attempt to induce or allow any Company employee, consultant, contractor or other party to terminate his or her employment or contractual relationship with the Company. You agree that You will not solicit, divert or accept any employee, consultant, client, end-client, end-user, customer, vendor, broker or contractor of the Company or any entity which, directly or indirectly provided any business to the Company. This paragraph shall survive the termination or expiration of this Agreement.

**XII. PROHIBITION OF DISCRIMINATION & HARASSMENT OF CO-WORKERS**

You agree not to indulge in any act of harassment mental or physical towards any co-worker at the workplace. Any such act might lead to dismissal of your employment, at Company's sole discretion.

You are equally responsible for creating a harmonious work atmosphere and accordingly should propagate appropriate behavior amongst colleagues and adhere to the same at the work place.

**XIII. CONFIDENTIALITY AGREEMENT**

You are required to undertake a confidentiality agreement effective from the date of joining.

**XIV. NON-DISPARAGEMENT**

During the employment and thereafter, you shall not make any disparaging or defamatory statements, whether written or verbal, regarding the business practices of the Company or its Clients; provided, however, nothing in this Section shall prohibit You from making truthful oral or written statements in response to (i) an official request by a government agency, (ii) a court order.

**XV. DEPUTATION**

During your employment with the Company, You will be liable to be transferred to any of the offices/department of the Company or of the associate companies group companies whether

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existing or to be set, whether in the same town/city or anywhere in India or abroad on the same conditions of the employment at the sole discretion of the Management.

**XVI. RETIREMENT**

The retirement age is 58 years. You will automatically retire without any notice on you completing the age of 58 years. If we find You medically unfit, You may be relieved by the Management at an earlier date also. Company reserves the right to extend your services after retirement.

**XVII. OVER PAYMENT**

You acknowledge and accept that after the termination of your employment and thereafter, in case of any over payment in full and final settlement, Company reserves the right to take back the overpaid amount at any time, from You and You shall pay the same within 15 days of the written notice provided to you claiming such overpaid amount. In case of a breach of this clause, Company reserves the right to seek legal remedies available under the applicable law. This obligation shall survive the termination of this agreement.

**XVIII. COMPANY'S OVERRIDING RIGHT TO SUE FOR RELIEF**

Notwithstanding any reference to specific terms and conditions noted hereinabove, the Company expressly reserves its right at law to take recourse to such action as appropriate against errant employee and/or claim damages for any injury or damaged property or person sustained owing to lapses/negligence by the concerned employee.

Please note that the above rules and regulations are subject to change/amendment/alteration from time to time at the sole discretion of the management without any notice. Any such changes shall also be implied on You.

The management reserves the right to amend, change and introduce a new any or all of the above except what is mandatory under the statutory requirements, at its discretion at any point with or without prior information.

Please sign copy of this letter and return the same to us indicating your acceptance of this appointment and terms and conditions as attached.

We welcome You and look forward to have a long and mutually rewarding association.

**Yours truly**  
**For eTeam Infoservices Private Limited**

**Agreed & Accepted By**



**Mohd Asif Saeed**  
**AGM - HR**

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**Annexure "A"**

**Entitlements:** All entitlements listed below are Subject to Company Policies, Procedures and Guidelines that may be in force or as issued/Changed from time to time. All perquisites and benefits, including reimbursements, are Subject to Income Tax as per the provision of the Income Tax Act, 1961, which may be applicable, including tax on perquisite value. The Details of your remuneration are as under:

**Salary Break up**

\* Incentive/Referral/Reimbursement/Bonus or any other variable amount is payable subject to the employee's performance as per Company policies and at the sole discretion of the Company's management and employee must be on active roles at the time of actual payment and not serving any notice period in order to be eligible for the payment.

\* Please note that first salary for those who join after the 25th of the month will be processed in following month's payroll cycle post receipt of your complete set of documents.

\*Any Tax implication arising out of the above structure to be borne by the employee.

\*Income Tax relief in respect of Reimbursements will be provided only on production of bills and will be restricted to the amount mentioned against them.

**Agreed & Accepted By**

**Thanking You!!**

**For eTeam Infoservices Pvt. Ltd.**



**Authorised Signatory**

**Mohd Asif Saeed**

**India HR Head**

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**Annexure “A”**

**Entitlements:** All entitlements listed below are Subject to Company Policies, Procedures and Guidelines that may be in force or as issued/Changed from time to time. All perquisites and benefits, including reimbursements, are Subject to Income Tax as per the provision of the Income Tax Act, 1961, which may be applicable, including tax on perquisite value. The Details of your remuneration are as under:

**Salary Break up**

<b>Name of Candidate</b>	<b>Shalini Srivastava</b>	
<b>Location</b>	Noida, India	
<b>Designation</b>	Associate Technical Recruiter	
<b>Medical Reimbursement Category</b>	III	
<b>Particulars</b>	<b>Per Month</b>	<b>Per Annum</b>
Basic Salary	15100	181200
HRA		0
Statutory Bonus	1258	15094
Personal Allowance	5024	60286
<b>Sub Total (A)</b>	<b>21382</b>	<b>256580</b>
<b>Retrials - Employer Contribution (B)</b>		
Mediclaime	285	3420
<b>Sub Total (B)</b>	<b>285</b>	<b>3420</b>
<b>Total Fixed Compensation (A+B)</b>	<b>21667</b>	<b>260000</b>
<b>Variable Pay (C)</b>		
Annual Retention Bonus		40000
<b>Sub Total (C)</b>		<b>40000</b>
<b>Total CTC (A+B+C)</b>	<b>21667</b>	<b>300000</b>
<b>Net Payable In hand</b>	<b>21382</b>	<b>256580</b>
<b>Additional Benefits</b>		

\*Incentive/Referral/Reimbursement/Bonus or any other variable amount is payable subject to the employee's performance as per Company policies and at the sole discretion of the Company's management and employee must be on active roles at the time of actual payment and not serving any notice period to be eligible for the payment.

\*Net payable In hand salary may vary basis tax & PT deductions as per applicable state government norms.

**Thanking You!!**

**For eTeam Infoservices Pvt. Ltd.**



**Authorised Signatory**

**Mohd Asif Saeed**

**India HR Head**

**Agreed & Accepted By**

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