

Date: May 10,2023

Candidate Name: Mr. Sebastian Chen

Candidate ID: 1249437

Address: Near Cst School, Raja Building, Topkhana, Kalimpong, Darjeeling-734301, West Bengal, India

### Offer Letter

Dear **Sebastian**,

Based on the interview and discussions you had with us, we are pleased to offer you an employment in our **Financial Markets Vertical**. Details of the terms & conditions of offer are as under:

1. You will be designated as **Senior Analyst** and your initial place of posting will be **Pune**. Your functional title will be "**Senior Analyst**".
2. Your office address will be eClerx Services Limited, Block No.1, 5th Floor, Quadron Business Park Limited, Rajiv Gandhi Infotech Park, Plot N. 28 Hinjewadi Phase II, Pune - 411057, Maharashtra, India
3. You will be required to work for five days a week and have two days of leave at any time during the week Your weekly leaves as well as your shift timings will be conveyed to you by your manager, basis the roster for the program / process you are assigned to.
4. Your date of commencement of employment will be on or before **May 23,2023** .
5. Your Cost to the Company will be **INR 5,27,616** (As per the enclosed Annexure).
6. Deductions applicable: PF / Professional Tax / Income Tax / Transport (As applicable).
7. eClerx offers subsidized transport to employees. Should you wish to avail the same, an amount of **INR 1,400** will be deductible from your net monthly salary every month.
8. Your employment would be subject to the Terms & Conditions, mentioned in your appointment letter, which will be issued to you on your joining.
9. You will be on probation for a period of three months from the date of joining. Upon successfully completing the probationary period, your employment is terminable with **60** days notice, with notice being provided by either you or the company.
10. During the probation period, you may need to undergo specific / designated trainings as a part of your employment.
11. Successful completion of these training and probation period is critical for confirmation of your employment.
12. Some of the specialized trainings will require a commitment of significant investment by eClerx as well as the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.
13. You are hereby informed that on the day of joining you will have to undergo drug tests pursuant of policies and procedures established by or as may be deemed fit, from time to time, by the Company / client(s) for whose processes you will be working for (i.e. if any). By signing this offer letter, you give irrevocable consent to the Company / its affiliates / officers and employees / Company's client(s), their affiliated companies, agents and officers etc., to conduct / arrange to conduct such test(s) and also release the aforesaid persons/entities of any claims, which you may have in this regard. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. Should the reports of such testing be positive, the organisation withholds the right to initiate suitable action, including termination of services, against you.
14. You may need to undergo specific / designated trainings as a part of your employment. Such trainings are aimed to present an opportunity to expand your knowledge base, enhance your domain and product know-how, 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 the employee. In such cases, you will be required to enter into a retention agreement with us. The details of such developments will be made available to you before the commencement of any such training.

15. The offer is made to you subject to the following pre-conditions without fulfilling which your offer may be treated as null and void:

You will be required to submit, the following set of documents within five working days from the date of this letter being issued to you.

- Four passport size color photographs.
- One set of photocopies of all certificates and mark sheets along with the originals for verification.
- One photocopy of appointment letter and last three months' salary slips from the current employer along with originals for verification (Applicable if currently employed).
- One photocopy of appointment letter and experience certificate / relieving letter from all the previous employers along with originals for verification (Applicable if worked with more than one organization).
- One photocopy of Pan Card. If Pan Card not available, candidate must apply for it and bring the acknowledgement copy.
- One photocopy of passport / driving license etc. for photo ID.
- One photocopy of telephone bill / ration card, gas connection bill, etc. for proof of address.
- One photocopy of experience certificate / relieving letter from the current employer along with originals for verification (Applicable if currently employed) within three working days from the date of joining.

16. In the initial recruitment process you were advised that this position is considered 'critical' and, therefore, your appointment is contingent upon successful completion of a background check, documents submitted by you are sent for necessary verification and authentication to the background verification agency.

17. Your offer of employment will not be valid if you are unable to provide all the mandatory documents on or before your Date of joining.

You will be required to report on the said date or you are required to inform the HR at least 15 days before the agreed joining date, failing this, the offer shall stand withdrawn automatically, without any further intimation to you.

Terms of your employment are governed by eClerx and eClerx reserves the right to make changes to your work location, shift and business vertical based on requirements of the organisation.

Kindly sign a copy of this letter as a token of your acceptance of this offer.

**We welcome you to the eClerx family and wish you a successful career with us.**

Yours Truly,  
**For eClerx Services**



**Andrews Simon**  
**Associate Principal – Human Resources**

Accepted By,  
Sebastian Chen

## Annexure I

**Name:** Sebastian Chen

**Designation:** Senior Analyst

**Date of Joining:** May 23,2023

<b>SALARY OFFER BREAK-UP</b>	<b>Amount (INR)</b>	<b>Annual Amount(INR)</b>
Basic Pay	20,356	2,44,272
House Rent Allowance	10,178	1,22,136
Leave Travel Allowance	1,696	20,352
Other Allowance	3,881	46,572
Bonus	2,800	33,600
<b>Monthly Fixed Compensation</b>	<b>38,911</b>	<b>4,66,932</b>
Retiral Fund	1,800	21,600
<b>Monthly Total Compensation</b>	<b>40,711</b>	<b>4,88,532</b>
<b>Annual Total Compensation</b>		4,88,532
Performance Bonus	3,257	39,084
<b>Cost To Company</b>	-	<b>5,27,616</b>
Gratuity	-	11,749
<b>Total Cost To Company</b>	-	5,39,365

- Since you are enrolled under the Employees Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as Employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation.

### Other Benefits:

- You are eligible for reimbursement of expenses incurred towards fuel up to a limit of INR 1,800 per month for a car up to 1600 CC engine or INR 2,400 for a more than 1600CC engine and driver salary of INR 900 per month. This reimbursement is part of other allowance mentioned in the above table.
- Tax benefit on LTA can be availed by submitting the flight or train tickets, depending on the mode of travel during your leave period which should exceed three days in a stretch. To avail 100% tax benefit on LTA, one can claim LTA twice in window period of four years.
- You will be entitled to earned leaves equivalent to 24 working days per year. From the total leave balance, a maximum of 12 leaves will be carry forward to next financial year and any further leave balance, after the carry forward, will lapse. The leave policy shall be guided leave policy of the company.
- You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act 1972 and the amendments made thereafter.
- Additional tax benefits can be availed by subscribing to Provident Fund, National Pension Scheme and Sodexo Coupons.
- A comprehensive Hospitalization Benefit will be available for you and your family, including pre-existing disease cover. The limit of coverage is INR.1,00,000
- If you are required to work in the night shift, you will also be entitled to receive a night shift allowance calculated basis the number of nights worked during the month, subject to the terms and conditions laid out in the Company's policy.
- Language Allowance, if any, will be withdrawn if your role changes for any reason whatsoever, and the new role does not require you to use your language proficiency.
- In the event of your voluntary separation from the company within a period of 12 months from your date of relocation / transfer to any of the Company's offices in India (if any), you shall be liable to pay to the Company, all the expense incurred towards movement of household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer.

**For any further queries, request you to get in touch with your recruiter or drop an email to below mentioned POC's:**

**Mumbai and Pune Location** - [candidateexperience\\_eclerx@eclerx.com](mailto:candidateexperience_eclerx@eclerx.com) or contact, Manjiree Badve (8082347490) or Preet Chug (8879473070).

**Chandigarh Location** - [Recruitment\\_Managers@eclerx.com](mailto:Recruitment_Managers@eclerx.com) or contact, for Customer Operations and for APM+ contact, Manjiree Badve (8082347490) or Preet Chug (8879473070).

You hereby agree and confirm that you will not include / use any third party's know how, techniques or software, tools, intellectual property while providing your services to eClerx under this offer letter / any of the

subsequent documentation. And that all work, including the services, and any parts thereof, as may be ordered or commissioned by eClerx shall be considered as "work made for hire". eClerx shall be considered as author / owner for purposes of applicable intellectual property laws and shall accordingly own all the rights in your work. To the extent that any copyrights or other intellectual property rights in the eClerx work or other intellectual property created by you or in connection with your performance of the services do not vest in eClerx as a work made for hire, you hereby irrevocably assigns to eClerx, its successors and assigns, on a perpetual, worldwide and exclusive basis, and without further consideration, any and all rights, title and interest that you have in any of the eClerx Work, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property rights, whether now known or hereafter to become known, for the respective maximum terms of protection available throughout the world, and shall be the sole and exclusive property of eClerx for any purpose or uses whatsoever. During the Term of, and following termination of, your employment / engagement with eClerx, you will not use, or submit to or permit the use of, by anyone, any eClerx Work in whole or in part without eClerx's prior written consent, which it may withhold or give in its sole and absolute discretion.

By way of acceptance of this offer letter, You hereby agree to indemnify and hold harmless eClerx Services Limited, its parents, subsidiaries, affiliates, and each of their respective partners, officers, directors, employees and agents from and against any and all damages, claims, liabilities, losses, judgments, actions, lawsuits, executions, costs (including reasonable attorneys' fees and costs and expenses of legal actions) and expenses arising from (a) any representations, promises, agreements or allowances made by you in writing, orally or otherwise to any party that are not approved in writing by eClerx; (b) any claim of infringement arising from any data, software, materials, processes or intellectual property provided by you to eClerx. The terms of this paragraph shall survive in perpetuity.

I have read and understood all the above mentioned points and accept the offer.



**Offered By: Andrews Simon**

**Designation: Associate Principal– Human Resources**

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

*Offer letter for candidate Sebastian Chen*

*Candidate's response "Accepted" was recorded on May 10, 2023*

*Business title Senior Analyst from job requisition Senior Analyst - Fis Transaction Monitoring (70558 )*

*Job offer was extended on May 10, 2023*

*Electronically signed by Sebastian Chen on May 10, 2023*

*Electronically signed from 103.246.37.31*