

SEBASTIAN CHENWADGAON SHERI, ANAND PARK, PUNE, MAHARASHTRAMAHARASHTRA -411014

APPOINTMENT LETTER

Dear SEBASTIAN CHEN,

Subsequent to the meetings between **Concentrix Daksh Services India Private Limited** (hereinafter, 'Concentrix'/Company') and you, we are pleased to make an offer of employment on the following terms and conditions. Your compensation and benefits are detailed in the attached Annexure.

1. Appointment

1.1 You shall be appointed to the position of **Sr. Representative, Operations** in Comp Grade 11. This would be your Social Job Title and your Job profile, would be **Advisor II, Customer Service**. Any change in your Social Job Title / Job profile will be at the discretion of the Company, depending upon the work assigned to you. Job profile must be used for all internal communication and in your e-mail signature. Social job title can be used for business cards and LinkedIn. You may use your Job profile for social purposes as well.

1.2 Your initial place of work shall be **Pune**.

However, your services are transferable to any other role, competency, place or office of the Company or to any subsidiary or associate company, whether now existing or still to be formed. Such transfer/deputation will be in accordance with the Company's rules being in force at the time. On transfer or assignment, you will be governed by the Rules, Regulations and Conditions of Service applicable to that location or role. Refusal to accept such transfer or assignment may lead to disciplinary action including but not limited to termination of your employment.

1.3 Your appointment will be effective from 27/07/2022 or at an earlier date as mutually agreed, subject to your completing the on boarding formalities. You are required to submit all the documents (as per the Mandatory Document Checklist) on 26/07/2022 failing which the Company reserves the right to withdraw this offer letter and/or cancel your appointment. If this date is not suitable, please contact us immediately at Samarth.bhalke@concentrix.com to seek an alternative date on which to submit all required documents.

Please note that the offer will be withdrawn at the Onboarding date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date.

1.4 On on-boarding / joining you shall report to **HR Representative** or any other person nominated by him/her.

Signature of Candidate

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Concentrix Daksh Services India Private Limited

Registered Address: Hindustan Times House, Level 10, K G Marg, Connaught Place

New Delhi- 110001, India

91 11 68137745

CIN: U72200DL1999PTC102972

info@concentrix.com · www.concentrix.com

1.5 As per Company regulations you are required to furnish before joining, documentary proof of your last drawn salary, educational qualifications and work testimonials and also that you are free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date. (Document Checklist)

2. Terms and Conditions:

2.1 Valid Passport:

(A) Comp Grade 12 & 11: Clause 2.1.1

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. If you do not hold a valid passport on the date of joining, you must apply for a passport and submit copy of your passport within 180 days from your date of joining. Failure to do so may lead to termination of your employment.

In the event that you fail to submit a copy of your passport within 180 days from date of joining, the Company may instead (and at its sole discretion) require you to undergo a background check from a service provider identified and approved by the Company. Such background check will verify details such as your residential details, criminal records, and other details as determined by the Company. You will be required to bear the cost for such background check (such cost can be upto INR 1500). You expressly agree by signing this agreement that this amount will be deducted/ recovered from your salary. The Company may deduct this cost from your salary in a series of monthly installments or as a single deduction, at its sole discretion.

(B) Comp Grade 10: Clause 2.1.2

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. In the absence of a valid passport, proof of having applied for passport should be submitted on the day of joining and a copy of your valid passport should be submitted within 90 days from date of joining. Failure to do so may lead to termination of your employment.

However, In the event that you fail to submit the copy of passport within 90 days from date of joining, the Company may instead (and at its sole discretion) require you to undergo a background check from a service provider identified and approved by the Company. Such background check will verify details such as your residential details, criminal records, and other details as determined by the Company. You will be required to bear the cost for such background check (such cost can be upto INR 1500). You expressly agree by signing this agreement that this amount will be deducted/ recovered from your salary. The Company may deduct this cost from your salary in a series of monthly installments or as a single deduction, at its sole discretion.

2.1.3 If you are not an Indian citizen, you will be required to submit evidence of your authorization to work in India, along with any other proof of identity that the Company may require. It is a condition of your employment that you maintain such authorization to work in India for the duration of your employment (unless you are permanently transferred to an office outside India).

2.2 While in the employment of the Company, you may be required to undergo mandatory on-the job training/s as per applicable policies and procedures of the Company, at the end of which an assessment may be conducted. If you do not clear the assessment then the Company reserves a right to either:

- a) Require you to undergo another training program; or
- b) Offer you a transfer to an alternate process (which may have a reduced pay structure) if declared "Not Suitable" for the process you were originally hired for. Please note that in the event of you not consenting to the transfer to the alternate process or to the reduced pay structure your services may be terminated;
or
- c) Terminate your services.

2.3 The compensation offered to you is based on your employment history credentials including your prior work experience, the type of industry and compensation offered to you by the previous employer. If you are unable to produce documentary evidence (Please see the Document Checklist in the Annexure) to substantiate the same, your compensation shall be modified and the compensation offered in this Appointment letter shall no longer be valid.

Signature of Candidate

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2.4 Your employment with the company shall at all times be subject to the receipt of satisfactory reference / verification checks, which may include criminal, financial and any other background checks as required by the Company based on its business requirements. The Company will terminate your employment in the event of an unsatisfactory background check. In the event of negative background verification, the company at its sole option, may allow you to provide justification / explanation for re-verification with supporting documents, in response to its show cause notice, so issued. In such event, you will be put on 'Leave without pay' from the date of issue of show cause notice until the revised findings are received for final closure of the case.

2.5 The Company may, at its sole discretion, also require you to undergo a drug test at any time. If such drug test indicates use of an illegal drug or a non-medically prescribed controlled substance and/or alcohol dependence, the Company reserves the right to take suitable action against you, including but not limited to termination of your services.

2.6 The Company may pay you such fixed amount/ stipend as it may so decide, during the period of your undergoing structured process/ product and other essential training sessions. Performance incentive will be applicable to you only after you commence regular working in operations.

2.7 The initial period of probation is 365 days from your date of joining. You will be deemed to be confirmed at the end of the probation period unless communicated otherwise, through normal and accepted modes of employee communication within the company.

2.8 During the period of probation, your services may be terminated by either party giving the other **15 Days** notice or **gross** salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you **gross** salary for the notice period. However, no such notice or notice pay shall be payable in case your services are terminated on account of failing the background check, for misconduct or if you are unable to provide sufficient documentary evidence to establish your employment history credentials.

2.9 After confirmation and thereafter, your services may be terminated at any time by either party giving the other a **30 Days** notice or **gross** salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you **gross** salary for the notice period. However, due to exigencies of business, the Company at its sole discretion may not agree to take the **gross** salary in lieu of notice and ask you to serve the entire or part of the notice period. No such notice or notice pay shall be payable by the organization in case your services are terminated on account of any misconduct by you.

2.10 In the event that you are transferred by the Company to another position (which may include transfer to a new role, competency, or office) or location of the Company, the terms and conditions applicable to the new position or location (including, but not limited to the compensation and benefits, allowances, entitlements, rules, regulations and conditions of service of such new position or location) shall apply to you.

2.11 You will automatically retire on attaining the age of 58 years. The age as declared in your application shall be binding on you. An extension, however, may be given at the discretion of the Company. You may be retired earlier if found medically unfit.

2.12 While in the employment of the Company, you are in no way allowed to be employed by any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.

2.13 You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business or activities of the Company. You agree to disclose fully to the Company any such interest or circumstances which may arise during your employment.

2.14 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.

2.15 All Company Assets such as including but not limited to Laptop, ID Badge, Corporate Credit Card, Headsets and Adaptor etc. needs to be returned on or before Last Day of Employment (LDE). The employee must return the above mentioned and applicable Company assets upon demand. The employee must abide by the clauses of Undertaking Cum Declaration signed by him at the time of issuance of the Company assets. In case, employee does not return any Company asset before LDE, the Company shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity.

2.16 You fully understand, recognize and agree that the Company has the right to determine and manage the setting and location of your work assignment. You agree to report for work at locations and for accounts identified by the Company, which may change from time to time, and may be at Company's office, temporary office, and client's office

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or in a Work-At-Home (WAH) setting. In a WAH setting, you fully understand and agree that you will be required to install the enhanced secure measure of the Company for WAH, which includes mandatory use of SecureCX, a monitoring software and technology that uses a combination of camera and facial recognition technology to ensure your compliance with security requirement while performing your work. You acknowledge that you are provided with sufficient materials and information on SecureCX. You understand and agree that the above security measures are the only available suitable measures currently available for the specified purposes. Your acceptance of this employment offer shall mean that you agree to i) use SecureCX when you are in WAH, ii) the processing by the Company of the data collected through SecureCX as specified in the materials given to you, and iii) execute the required consent specific for SecureCX. Your failure to undertake the foregoing shall mean a breach of this agreement and will result to the inapplicability of WAH set-up to you and you will be immediately required to work for another account and/or another location identified by the Company, without prejudice to any legal recourse available to the Company. Your failure or refusal to report for work at the location and/or account identified by the Company will be subject to company policies and may result to discontinuance or disciplinary action, including termination of your employment. Any unworked days will be considered unpaid.

2.17 You are expected to maintain an acceptable level of performance during your tenure with the organization. Failure to meet expected standards may lead to initiation of Performance Improvement Plan and/ or termination in case of no improvement in performance.

2.18 The company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off may not necessarily be for 2 days and not necessarily be on Sunday.

3. Confidentiality

3.1 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients – the information you may have acquired while in the employment of the Company.

3.2 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the Company.

3.3 Upon separation from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.

3.4 You will abide by the information security policy of the company and all the rules and regulations contained therein.

3.5 Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.

3.6 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you.

3.7 During the course of your employment you may come across a lot of information related to the clients that the Company deals with and/or with the end consumers of our clients; any such information is strictly confidential and you shall not disclose it to any unauthorized person.

4. The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring in to the organization, manuals, documents, papers, memos, and files etc., which are classified.

5. All communication between the employee and the Company shall deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. In the event of failure on the employee's part to discharge this obligation, the service of any communication shall be deemed to be complete and effective on the address mentioned herein.

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6. This appointment is based on the information supplied by you in your application for employment and will otherwise be treated as null and void if a material error, in the Company's opinion is discovered and/or due to non-disclosure of relevant information about you to the company.
7. The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.
8. Your continuance in employment is subject to your maintaining clean criminal and financial records.
9. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.
10. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
11. "Female employee will be eligible for all the benefits, as applicable under the provisions of the Maternity Benefit Act, 1961, and the Rules made there-under, as amended from time to time.
12. Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.

It is highly recommended that before you begin your journey with Concentrix, please visit the website www.concentrix.com The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At Concentrix, we're changing the world every day and we will be delighted to have you as part of our team.

Please sign the copy of this offer letter and return it to us as an indication of your interest in joining us on the given date. Please note that your employment stands confirmed only after you complete your joining formalities on the reporting date. This offer is liable to be withdrawn based on business requirements at any time prior thereto.

The terms of this offer are strictly confidential between you and the Company.

Yours sincerely,

Authorized Signatory (Please Sign above)

I agree to accept employment on the above-mentioned terms and conditions. I will report for duty on 27/07/2022.

Candidate Name : SEBASTIAN CHEN

Candidate's Signature : _____

Date : _____