



May 23, 2023

Mr. Sebastian Chen
Near Cst School, Raja Building, Topkhana, Kalimpong, Darjeeling-734301, West Bengal, India

Dear Sebastian,

Congratulations!!!

We are extremely pleased to extend you a warm welcome to the eClerx family. We wish you a successful and professionally rewarding career with us.

Please find attached your letter of appointment with eClerx. The letter sets out the terms and conditions of your employment. We request you to acknowledge the duplicate copy of this letter and return it to us as a token of your acceptance.

Your HR Business Partner will soon reach out to you to introduce themselves. Should you have any queries or concerns they will be glad to assist you.

Once again, we welcome you to eClerx. We look forward to a long, fruitful, happy and exciting association with you.

With Best Regards,

Sagar Shetty
Program Manager – Human Resources

May 23,2023

Dear Sebastian

Further to your Offer Letter dated **May 10,2023**, we are pleased to appoint you as **Senior Analyst** in the **GOLD** program. Your functional title will be "Senior Analyst". Your employment with us will commence on **May 23,2023**.

Apart from the other policies binding upon the employees of the company, the general terms and conditions to your appointment are as follows.

1. Work Location

1.1. Your initial work location will be **Pune**. Though you have been engaged for a specific position and location, the Company reserves the right to transfer you, with reasonable notice, to any other location, department, establishment, or branch of the Company / group / affiliates (whether in India or abroad) as the Company may deem fit including new locations to be set up in future. You shall be bound by the policies, rules and regulations of the office at the location you are posted in at any given point in time.

1.2. In the event of your resignation from the Company from your date of relocation / transfer within a stipulated time period as mandated by the relevant transfer policy; you shall be liable to pay to the Company, all the expense incurred towards movement of your household goods, relocation allowance, accommodation cost and all other expenses related to your relocation/transfer including cost incurred by Company on account of your training.

2. Background Verification

2.1. Your appointment is contingent on successful verification of all documents and information provided by you as a part of your recruitment/joining process.

2.2. The Company reserves the right to end this employment agreement with you with immediate effect and without any liability(s) should the results of your background investigation come out as negative. HR team will contact you as soon as there is any insufficiency / discrepancy identified in your background check process.

2.3. You may be required to undergo tests for substance abuse as and when deemed necessary by the organisation. If the reports of such testing are found to be positive, the organisation withholds the right to initiate suitable action against you, including termination of services.

3. Remuneration & Privileges

3.1. Your compensation details will be as per Annexure I. The remuneration as indicated in the annexure is comprehensive and all-inclusive and hence it shall be deemed to include all the liabilities of the Company including keeping into account any extra hours worked.

4. Probation

4.1. Your first three months with the Company constitute a training / probationary period. This will exclude any leave of absence or such other period, which is not treated as duty as per the regulations of the organization. The probation period can be extended at the discretion of the manager. During this period, the company or you may terminate this agreement by giving **30 Days** notice or payment in lieu of notice period. The Company reserves the right not to accept the payment in lieu of notice.

4.2. Notwithstanding the above-mentioned clause, the company reserves the right to put you under a training module as per the requirement of the specific business, the successful completion of which would determine the confirmation of your employment.

4.3. On your being unsuccessful on assessment parameters as defined by the company after the training completion period, the company reserves the right to either extend your probation period as per the Confirmation Policy, or terminate your employment with immediate effect with **30 Days** of notice period in case your skill sets are found to be misfit for the business skills Without prejudice to clause no 4.1 and 4.2 as mentioned above, the Company may, during the period of training/probation. terminate your services without any notice or payment in lieu of notice should you be found guilty of violation of any of the Companies' policies or breach of code of conduct which may not be conducive to the Company or its reputation.

4.4. On successful completion of probation, you will be confirmed as a permanent employee and the rules regarding your employment then will be governed by relevant policies and code of conduct that apply all employees in a permanent capacity.

5. Training

5.1. You may need to undergo 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 expertise, 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 you.

5.2. In such cases, you may 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.

5.3. Breach of the agreement may call upon necessary recovery from your full and final settlement

6. Leaves

6.1. You are eligible for 24 working days of leave in a year. All leaves applied for will need to be approved by the reporting manager well in advance. Any unapproved leave will be treated as loss of pay and repetition of such instances will attract action in line with the leave policy. The leave process shall be guided under Leave policy of the company.

6.2. You are required to acquaint yourself with all the rules and regulations pertaining to leave and attendance upon joining the company in order to avoid such instances.

7. Separation

7.1. Post confirmation of your employment, your services can be terminated by the company, with or without reasons, by giving a notice of **60 Days** or payment in lieu of notice period. Payment in lieu of shortfall of notice period will be equivalent to monthly total compensation earned for an equivalent period of time.

In case you decide to terminate your employment with the Company, you would be required to serve the notice period of **60 Days** upon your resignation. The company may waive off the notice period requirement, at its own prerogative and require you to compensate for the shortfall of notice period.

7.2. Without prejudice to any clause in this contract, the Company also reserves the right to terminate your employment for Reasons mentioned below with immediate effect without any payment in lieu of notice period, whereupon you shall cease to be in the employment of the Company and you shall have no claim whatsoever against the Company for damages or otherwise by reason of such determination.

For the purposes of this Clause 7.2, 'Reason' shall mean as under:

- a. Negligence or misconduct by you in complying with your duties, responsibilities, obligations and / or covenants or undertakings, which are either incapable of remedy or otherwise not remedied by you within 30 (thirty) days of a written notice being serviced on you by the Company stating the breach; or
- b. You becoming unable, for any reason whatsoever including the imposition of any court order, to efficiently perform your duties hereunder for 60 (sixty) working days in aggregate in any period of 12 (twelve) consecutive months; or
- c. You becoming of unsound mind; or
- d. You are convicted of a criminal offence; or
- e. You becoming bankrupt or compound with all your creditors or enter into any deed of arrangement with all your creditors; or
- f. You commit any breach of any of your duties or obligations under the Employment Documents; or
- g. You refuse or neglect to comply with any lawful and reasonable orders or directions given to you by the Company; or
- h. You guilty of any misconduct whether or not in the performance of your duties or commit any act which in the opinion of the Company is likely to bring the Company or any of its officers or other employees into disrepute whether or not such act is directly related to the affairs of the Company; or
- i. You becoming prohibited by law or any order from any regulatory body or government authority from being an employee of the Company; or
- j. You are unable to achieve and maintain a satisfactory level of performance and produce the desired results in your performance which are the requirements for meeting your job responsibilities; or

- k. Causing damage to company's property; or
- l. Going on or abetting a strike in contravention of any law for the time being in force; or
- m. Committing theft, fraud or dishonesty
- n. You are being found guilty of any unlawful activity including but not limited to threatening of employees, security breaches, harassment including sexual harassment, etc.
- o. For violation of the Company Code of Conduct and Company Ethics which goes against the ethos of the company.

The list above is suggestive and by no means exclusive. The company further reserves the right to add/amend this list without prior notice, within reasonable limits.

7.3. In the event of continued absence from work without prior information and authorization, the Company can initiate disciplinary action against you as specified in the relevant separations policy(s) and/or document(s) which may lead to termination of your employment.

7.4. You will automatically retire from the service of the Company on attaining the age of 60 (sixty) years, if not terminated earlier, [unless otherwise agreed between the parties].

7.5. On termination of your employment, all works carried out by you – both in physical and digital form – during your employment shall be immediately returned forthwith to the Company, without exception and with no copy (either part or whole thereof) retained by you in any form.

7.6. When your employment with the Company ends, for whatever reason, you will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any confidential information. You will also return to the Company all equipment, files, software programs and other personal property belonging to the Company and complete the due handover process during the notice period that you are required to serve by the Company. In the event of your failure to do so, you shall be liable to face legal proceedings and compensate the company for any material loss of business as determined by the company at its sole discretion. The Company may withhold your exit clearance and / or full and final settlement on account of your breach of the Company's rules and regulations and until it is able to recover the losses incurred by it on account of your breach of the Company's rules and regulations.

8. Working Hours

8.1. The working hours applicable to you will be the same as are observed depending upon your process and program. The initial shift, location or program awarded to you may change at any time during the period of employment as decided by eClerx management.

9. Conflict of Interest

9.1. During your service with the company you are expected to devote your whole time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business. You will not take up any other work for remuneration (part time or otherwise) or work in advisory capacity or be interested directly or indirectly in any trade or business, during your employment with the Company. This restriction applies whether or not the other activity is of a similar nature to or competes in any material respect with any of the businesses of the Company.

9.2. You will not seek membership of any local, public or political bodies or undertake any other business, assume any public office, honorary or remunerative, without the specific written permission of the HR Head. In the event of your becoming member of any local or public or political bodies or undertaking any business, assuming any public office without following due process as prescribed by the Company, you shall be deemed to have contravened the terms and conditions of employment and the Company reserves the right to take appropriate action as it deems fit including forthwith terminating your employment with the Company as provided in the Employment Documents.

9.3. In case you join or are transferred to the Financial Markets vertical, you may be required to disclose the details of Demat / Trading account held by you and your family members to meet the compliance requirements of the client.

10. Non-Disclosure

10.1. You hereby agree to sign and enter into a Non-Disclosure / Confidentiality Agreement on your date of joining or at any time thereafter in the format prescribed by the Company. You further agree that you shall keep the Company's Confidential Information (as defined in the Non-Disclosure / Confidentiality Agreement), whether or not prepared or developed by you, in the strictest confidence.

10.2. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and the Company will automatically be indemnified against any breach thereof.

11. Non-Solicitation of Employees and Clients and Non-Compete

11.1. During the term of your employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, you shall not –

- a. Undertake and ensure that directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment with the Company, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company.
- b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company.
- c. Join the services or be associated with any former employee of the Company who is undertaking any activity competing with the business of the Company.
- d. All business opportunities known to you or made known to you at any time, with respect to and / or connected with the business of the Company are not referred to any third party but are referred only to the Company and are undertaken in any other company only with the prior written consent of the Board of Directors of the Company (hereinafter referred to as 'the Board').
- e. Neither directly nor indirectly own, conduct, engage in, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in or in any manner be associated or connected with, whether for or without remuneration, in any business, individual, partnership, firm, corporation, limited liability company or other entity whatsoever similar to or competing directly or indirectly with the business of the Company, its subsidiaries or affiliates nor undertake or be engaged, directly or indirectly in any activities or do any act or thing which would, or is likely to, be

detrimental to the interests, business or reputation of the Company, its subsidiaries or affiliates.

12. Jurisdiction

12.1. In case of any dispute or difference arising out of or under this contract, resulting into any proceeding before any Authority, Courts etc. in respect of this contract, the same will be subject to the jurisdiction of Mumbai.

13. Applicable Company rules and regulations

You will be governed by the Company's rules and regulations (and practices) as enforced from time to time on matters whether specified herein or not, including on matters such as designation, emoluments and the structure thereof, working hours, etc. Company's decisions on all such matters shall be final and binding on you

14. Change in Terms and Conditions of your employment

The company reserves the right to change the terms and conditions of your employment which would be intimated to you either through changes in company policies or through an amendment to your employment contract, or through other means of communication which would purport to amend the said terms in your employment contract.

If the terms and conditions offered herein are acceptable to you, please return the acceptance copy to the undersigned, duly affixing your full signature on the last page and initials on remaining pages.

Yours faithfully,

For eClerx Services Limited



Sagar Shetty
Program Manager – Human Resources

ANNEXURE I**Name:** Sebastian Chen**Designation:** Senior Analyst**Date of Joining:** May 23,2023

SALARY OFFER BREAK UP	Amount (INR)	Annual Amount(INR)
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
Monthly Fixed Compensation	38,911	4,66,932
Retiral Fund	1,800	21,600
Monthly Total Compensation	40,711	4,88,532
Annual Total Compensation		4,88,532
Performance Bonus (Upto)	3,257	39,084
Cost To Company		5,27,616
Gratuity		11,749
Total Cost To Company		5,39,365

The Company is also pleased to extend the following benefits to you:

- **Group Medical Insurance**
 - a. You are eligible for floater medical insurance cover of INR 1,00,000 which covers your spouse, up to 2 children and yourself.
 - b. The insurance is inclusive of pre-existing disease cover from the date of joining.
 - c. You may also opt for additional cover for your family including your spouse, up to 2 children and parents / parents-in-law post your joining the Company. The premium against the additional cover will be communicated to you and will be deducted from your salary.

- **Group Personal Accident Insurance**
 - a. You are covered for an amount of INR 3,00,000 under the Group Personal Accident Insurance Policy.
 - b. The policy covers disablement (temporary and permanent both) and death caused due to accidents.

- **Life Insurance**
 - a. You are covered by a term life insurance cover of INR 5,00,000 under the Group Life Insurance Cover Policy.

- **Executive Health check-up**
 - a. All employees aged 35 years and above are eligible for an executive health check-up once a year. Details on the appointment booking procedure will be made available to you subsequently.

- **Night Shift Allowance**
 - a. In case you are required to work in the night shift on account of process or client requirements, you will be eligible to receive Night Shift Allowance.
 - b. The amount paid to you will depend on your designation, number of nights shifts worked, and all other rules as may be specified by the company policies.

- **Subsidized Transport**
 - a. eClerx offers subsidized transport to all its employees basis the local transport policy.
 - b. Should you wish to avail, an amount of INR 1,400 will be deductible from your fixed compensation every month.

- **Pending Documents**
 - a. 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.

Other Notes:

- **Taxation**
 - a. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your compensation.
 - b. The Company shall be entitled to deduct from your compensation, income tax, other taxes and levies which it is liable to deduct at source.

- **Gratuity**
 - a. You will be entitled to gratuity as per the provisions of the Payment of Gratuity Act 1972 and the amendments made thereafter.

- **Provident Fund**
 - a. Since you are enrolled under the Employee's Provident Fund Scheme, the Retiral Fund amount will be deposited in your PF account as the employer's contribution. Your personal contribution to PF will be deducted from your Monthly Fixed Compensation.
 - b. In case you wish to increase your contribution to provident fund, you can opt for Voluntary Provident Fund.

- **Performance Bonus**
 - a. The performance bonus mentioned in the aforementioned table includes complete liability of the company on bonus payments to you including those required by statute.
 - b. Bonus pay out is contingent on your performance and will be prorated basis the date of joining or changes in salary as per company policy
 - c. Part of performance Bonus will be paid in mid-year appraisal cycle as Interim Half-Yearly Performance Bonus subject to cut-off date & performance criteria as per company's policy. This Interim Half-Yearly Performance Bonus pay-out will be flat 40% of your maximum earning potential as performance bonus. Remaining Performance Bonus will be paid in annual appraisal cycle basis performance criteria as per company's policy after subtracting interim half-yearly performance bonus pay-out made in mid-year cycle.



Sagar Shetty
Program Manager – Human Resources

Accepted by: