

Ref ID: TPGGN6755

May 19, 2023

Manoj Kumar

Letter of Appointment**Dear Manoj**

We are pleased to make you an Offer of Employment in our Company. Your Grade will be **Grade I** and you will be designated as **Senior Customer Care Executive**. You are required to report to for duties on **June 12, 2023** ("**Joining Date**") at **9:30 AM** or as per the agreed time during work hours.

Your employment will be as per the following terms and conditions:

1. Your remuneration is detailed in the enclosed **Annexure I**. All tax liabilities arising out of your entire compensation package, present or future, shall be borne by you.
2. Your duties and responsibilities will be as assigned by your immediate manager or other superior officer of the Company and the same will also include the jobs assigned by the Management from time to time.
3. The Company's business operates on a **24x7** basis and you may therefore be required to work in shifts including periodic night shifts. The work exigencies and the role may require you to extend your work-timings in accordance with the *Working Hour & Attendance Policy*. By accepting and signing this letter you affirm your willingness to abide by this requirement.
4. While you continue to work in the same model as currently, Work from Home/ Office, however your base location shall be **Gurgaon**. You are liable to be transferred to any department/office anywhere in India/Overseas, or a company/entity formed by the promoters or transferred/assigned responsibility in any associate company or be recalled to your original location. Accordingly, your working hours/shift timings could be changed periodically depending on the work/process requirements. All such transfers shall be governed by the *Transfer Policy* of the company. In the event of you being deputed overseas for training and operations you will be required to and shall sign all required documentation as per the rules, regulation and policies of the Company.
5. Your tenure with FIS will be taken into consideration for applicability of any tenure-based benefits of the Company. In the event your probation period was completed with FIS, you shall be a confirmed employee from the date of joining of Teleperformance. In case your tenure with FIS is less than 3 months, you shall be on probation for the period by which your tenure is less than 3 months in FIS or for an extended period of time ("**Probation Period**") if found necessary basis performance. Your employment with the Company will be confirmed on the expiry of your Probation Period unless you are specifically advised otherwise in writing.
6. Your appointment shall continue, during your Probation Period or thereafter upon confirmation, unless your employment is discontinued by the Company, by providing not less than **30 Days** ("**Notice Period**") prior written notice. In the event you decide to leave the employment of the Company, you will be required to provide **30 Days** prior written notice to the Company and in case you fail to actually serve the aforementioned notice period, your resignation will be deemed to be rejected and you will be treated as "Absent without leave"/"Absconding" and further disciplinary action will also be initiated against you. However, the Company may at its sole discretion relieve you of your duties anytime during the notice period. You will be paid salary up to the last working day.

The Company at its discretion, during probation or on confirmation of your services thereof, without assigning any reason, can discontinue your employment on payment in lieu of Notice Period. Such payment will be calculated pro rate on the basis of your current Gross Fixed salary (subject to tax).

In case of violation of any policies, procedures or rules of the Company or any other act of misconduct including but not limited to improper behaviour, theft or fraud, your services are liable to be discontinued without Notice Period or without payment in lieu of Notice Period.

7. You agree that this employment is conditional upon you successfully clearing the training as required. In the event of your in-ability to clear the training, the Company may relieve you of your duties with immediate effect without Notice Period or without payment in lieu of Notice Period. This may NOT apply to you in case you have successfully cleared the training at FIS.
8. You are employed as a permanent employee of the Company and are therefore not permitted to undertake any other employment or engage in any commercial activities, outside the Company, either honorary or otherwise, without prior written approval of the Company.
9. You are required to maintain the highest order of discipline and secrecy about the work of the Company and/or its subsidiaries or associate companies and in case of any breach of trust/discipline, your services may be discontinued by the Company with immediate effect without notice period or without payment in lieu of notice period.

You are required to always maintain the highest standard of confidentiality towards Company information which includes but not limited to documents, files, records, customer details, project plans, strategies, developments, execution process, contracts, billing information, quality metrics, financial information about the Company etc. relating to business of the Company, which is proprietary to the Company and / or its clients and other information relating to the business of the Company which may be known, provided or confided to you ("**Confidential Information**"). You will not divulge or use such Confidential Information other than to fulfil your duties as an employee of the Company and while ensuring the best interests of the Company. Under no circumstances will you disseminate information regarding the affairs or business matters of the company or information regarding its customers without proper authorization and / or prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be Confidential Information. Upon ceasing to be an employee of the Company, you shall immediately return any records, documents and other information of the Company which are in your possession and shall not retain or transmit any copies (electronic or otherwise) of the same. You will be required to sign a separate confidentiality agreement along with this letter and may be required to sign further confidentiality agreements as may be required by the Company. The Company acknowledges that individual marketing packages, Web sites, and other communications that have been developed for a client and have been placed in the "public domain", once distributed to the public may be no longer subject to client confidentiality provisions.

10. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all the Company's current rules, regulations, policies and procedures, including **Global Essential Compliance & Security Policies and Social Media Policy** as may be in force from time to time and as may be notified and displayed. You will be bound by the existing and new security rules, regulations and policies of the Company, including physical frisking (pat down) process wherein, a search would be conducted of outer clothing to detect any concealed prohibited articles. All policies mentioned in this letter, as well as others, are available on the Company intranet and may be changed/modified, at the Company's discretion. You are required to keep yourself updated with the Company's policies.
11. The Company shall have the right to vary, delete, and modify these terms and conditions of employment, with an intimation to you.
12. You will automatically **retire** from the services of the Company on the last day of the calendar month in which you attain the age of **Fifty-Eight years**. Your date of birth as per official records is **August 15, 1986**.

13. You are required to make a full and complete disclosure of any issues in past employment records, any relationships or dealings you have or propose to have/ enter into directly or through any of your relatives or family members, with any of the Company's agent, dealers, vendors, suppliers, subcontractors or the like by whatever name called.
14. You hereby consent to share your payroll, personal and employment related data for processing and review outside of the country, subject to adherence to applicable law.
15. Your address as provided by you in the employment forms shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have been sufficiently served upon you.
16. You are required to return the duplicate copy of this letter within **5 calendar days** from the date of receipt. In the event you do not do so, it shall be deemed that you are not interested in this offer/appointment and this letter shall stand automatically withdrawn with effect from the Joining Date.

If the above terms and conditions are acceptable to you, please sign on each page and return the duplicate copy of this letter as a token of your acceptance of this Letter of Employment.

Welcome to **Teleperformance** and here's wishing you a rewarding career.

Yours Truly,
For Teleperformance Global Services Private Limited,



Preeti Amit Shirke
Executive Vice President - Human Resources & Recruitment

I, **Manoj Kumar** , do hereby accept the terms and conditions in this letter.

Employee Signature	<hr/>
Employee Name	Manoj Kumar

Enclosures:

1. Compensation/ Salary details (**Annexure I**)
2. Non-Disclosure- Declaration and Undertaking (**Annexure II**)
3. Personal Data- Declaration (**Annexure III**)
4. Work from Home- Declaration, **applicable under WAHA- [Work at Home] (Annexure IV)**

NOTE: For purposes of brevity and ease of reading, the term **"the Company"** or the term **"Teleperformance"** (wherever it appears in this letter) means **Teleperformance**.

Annexure I
Compensation Details

Name of Employee:	Manoj Kumar
Designation:	Senior Customer Care Executive
Grade:	Grade I
Date of Joining:	June 12, 2023
City:	Gurgaon
Salary Structure (Appointment)	Amount in Indian (INR)
Basic Pay	15002
Housing Rent Allowance (HRA)	9001
Flexible Benefit Plan	3698
Statutory Bonus	2151
Gross Fixed Salary	29852
Provident Fund (Employee)	1800
ESIC (Employee)	0
Take Home Salary	28052
Provident Fund (Employer)	1800
ESIC (Employer)	0
Gratuity*	722
Total Fixed Cost	32374
Annual Fixed CTC	388488
Annual Performance Pay**	0
Annual Performance Linked Incentive	26647
Gross Annual CTC (excluding Medi-claim Insurance)	415135
Medi-claim Contribution (Annual)	4800
Gross Annual CTC (Including Medi-claim Insurance)	419935

For Teleperformance Global Services Private Limited,



Preeti Amit Shirke
Executive Vice President - Human Resources & Recruitment

*Gratuity shall be payable as per "The Payment of Gratuity Act".

**Performance Pay will be paid as per policy and would be payable subject to assessed performance achievement level, based on the "Performance Pay" pay-out policy.

All Reimbursements will be paid as per prevailing IT rules and company policies in effect from time to time.

The above compensation will be subject to Income Tax regulations in force from time to time.

The above compensation/ Take Home Salary is subject to deduction towards Medi-claim Insurance, transport, if/as applicable and any other statutory deduction/contribution including Professional Tax, labour welfare tax etc.

Employee Signature	
Employee Name	Manoj Kumar

ANNEXURE II

DECLARATION AND UNDERTAKING REGARDING NON-DISCLOSURE

I, **Manoj Kumar** working as **Senior Customer Care Executive**, do hereby solemnly state, undertake and declare that:

1. I will faithfully, truly and to the best of my skills and ability, execute and perform the duties required of me as an employee of **Teleperformance India**, a Company having its registered office at Teleperformance Towers, Plot CST No. 1406-A/28 Mindspace, Malad (West), Mumbai- 400090, Maharashtra, India.
2. I shall comply with all Teleperformance policies.
3. I will maintain the highest standard of confidentiality towards **Confidential Information**, by not, directly or indirectly, making known, or permitting such Confidential Information to be disclosed or made known to any person or entity, either inside or outside the Company. I acknowledge that such information is valuable, sensitive and a unique asset of the Company and/or of the Company's clients. I shall faithfully and diligently hold such Confidential Information from being disclosed to unauthorized persons, which may include, but are not limited to, employees of the Company that do not need to know the Confidential Information, persons not employed by the Company, persons that are not bound by a written confidentiality agreement with the Company, with regard to the specific Confidential Information, persons not directly aware of the proprietary and trade secret nature of the Confidential Information.
4. All documents, files, records, project plans, software tools as well as methods and techniques of doing business, including patents, trade secrets and other proprietary rights associated therewith, Strategies, Customer details and items of information or equipment relating to Company's business are and shall remain the property of the Company, including notes, documents, and files created in the performance of my duties of employment. I shall not under any circumstances remove such property from the Company premises without prior written consent. I further agree that all information relating to existing customers and potential customers of the Products, whether recorded in Company's database or otherwise is confidential to the company and that any ownership in respect thereof resides in the company and that it cannot be used by employee for any purpose not specifically referred to in this employment.
5. I understand and acknowledge that as set forth under the **Login Provisioning and De-provisioning Policy (GECSP 11)**, my employee ID and password used to access Company or its Clients' systems are personal and confidential, are **Proprietary Information**, and shall not be disclosed to anyone. Non-compliance with this Policy may lead to disciplinary sanctions upto and including discontinuation of services, consistent with applicable law.
6. Notwithstanding the separation of my employment with the company for any reason whatsoever I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the Confidential Information and affairs of Teleperformance.
7. I will immediately report to the Company, any violation or breach of the commitments made in this declaration, whether the breach or violation is intentional or inadvertent and I agree that:
 - (i) In the event of a breach or threatened breach of the provisions of this declaration, the Company shall be entitled to an injunction restraining from using or disclosing, in whole or in part, such Confidential Information, or from rendering any services, to any person, firm, corporation, association or other entity to whom any such information has been disclosed or is threatened to be disclosed, which injunction shall be available without the posting of any bond or other security and the issuance of which is hereby consented to by Employee,
 - (ii) Any such breach would cause injury to the Company, and
 - (iii) The remedies provided for in this Section shall be cumulative to and not exclusive of any and all other remedies which may be available, either at law or in equity.

8. The rights to any invention, discovery or creation of any system or method related to the Company's operations and arising out of any work done in the course of my employment will automatically vest with the Company. In this connection, the Company may obtain patent rights in its name (or jointly with others) based on the fact of my invention, discovery, improvement or other creative effort. I acknowledge that I will not be liable for any compensation for such invention, discovery, improvement or other creative effort made by me, and that any reward that the Company may, in its sole discretion, bestow on me will not be deemed to confer any rights towards that invention, discovery or improvement in system or method. I further acknowledge that I may be required to execute further documentation in connection with such inventions, discoveries, improvements or other creative efforts and will execute the same without delay.
9. In the event of my leaving services of the Company, for any reason, during the **12-months** period from the separation date, I shall **NOT** directly or indirectly either on my own account or otherwise:
- (i) engage or attempt to engage in providing services to any customer or prospective customer where such services or products are competitive with the services offered by the Company or any affiliate to the Customer
 - (ii) canvass solicit or endeavour to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during my employment, were or are clients or customers of the Company, or were in the habit of dealing with the Company;
 - (iii) Solicit, interfere with, or endeavour to entice away any employee of the Company; or iv. counsel, or otherwise assist any person to do any of the acts referred to in para (i), (ii) & (iii) of this clause.
10. I shall **NOT** offer, promise, give, accept, condone, approve or knowingly benefit from an improper business gratuity, a bribe, 'kickback' or other improper advantage, benefit or reward, or otherwise apply inappropriate influence.
11. I shall **NOT** make a '**facilitation payment**'. Facilitation payment refers to the practice of paying a small sum of money to (usually) an official as a way of ensuring that they perform their duty.
12. None of my relatives are employed or associated with the Company or any of its affiliate companies or its customers/clients/suppliers in any form; and I undertake that I **shall** immediately notify the Company in case-
- (a) Any person who is so employed / associated becomes a relative, and/or
 - (b) a relative, in future, is so employed / associated with the Company.

I understand and acknowledge that:

- 1. the restraints contained herein are reasonable in all the circumstances of employment and agree that they are necessary for the protection and maintenance of the Company and its business.
- 2. my services can be suspended pending disciplinary action/enquiry/investigation as per Company policy and I shall abide by decision of investigation/enquiry Committee constituted for such purposes.
- 3. the Company shall be entitled to seek an order for specific performance or injunctive relief or other equitable relief in case I fail to observe or breach any of the restraints herein.

I **shall** indemnify and keep indemnified the company for any loss, damages or injury suffered by the company for any breach of above conditions or any other clause or term of employment.

I understand and acknowledge that my failure to comply with this declaration and undertaking may lead to disciplinary sanctions which may include discontinuation of services, as well as civil liability and/or criminal prosecution under applicable laws.

Executed this _____ day of _____ 20____

Employee Signature	_____
Employee Name	Manoj Kumar

Annexure III

Personal Data Declaration

Article I.

I, **Manoj Kumar**, hereby certify that all statements made on the **Employment Application Form**, my **Curriculum Vitae** or **during my interviews** with the Company are **true and complete**. I understand that any omission or misrepresentation of any fact may result in refusal of employment or immediate dismissal.

I further understand that I shall be bound by the existing and new rules, regulations and policies of the Company including those related to Frisking (Pat Down) process wherein, a search would be conducted of outer clothing to detect any unauthorized / prohibited articles.

I confirm that I have voluntarily furnished my personal information to the Company and the Company shall be free to use such information and all other information that I may provide at any time hereinafter. The Company may share such information in connection with my employment and other related matters, as deemed fit and necessary by the Company.

I recognize that in connection with employment with Teleperformance, I may be the subject of a background enquiry and drug test by the company or its representative, and I hereby authorize the same. I also authorize the Company to take action including penal action against me in case any fact is found contrary to what has been stated by me in the application form mentioned herein above.

I do hereby declare that I will immediately report to my Line Manager or HR team in case of “**Change to Circumstances**”, within **48 hours** of me becoming aware of such “**Change to Circumstances**” which may arise due to the following:

- a) I am found guilty of a criminal offence / is under police caution or investigation;
- b) There is a change in my legal right to work / work status; and
- c) There are any adverse credit judgments against me.
- d) Change in personal status like name change / marital status / permanent or current address change etc.

Executed this _____ day of _____ 20____

Employee Signature	_____
Employee Name	Manoj Kumar

ANNEXURE IV

DECLARATION AND UNDERTAKING - Work from Home

I, **Manoj Kumar**, do here-by confirm and declare that while I Work from Home, I will adhere to all company and Client confidentiality and security policies, not limited to the below:

- I understand and agree that 'Working From Home' is an extension of my workplace and all policies as applicable while Working From Office shall continue to apply, including Confidentiality Agreement, Code of Conduct, Data Security and WAHA Security Policy amongst others;
- I understand that I will not use pen, paper, mobile phone, camera, or any other electronic devices while I am Work from Home;
- I will not have unauthorised people, including family and friends to access or take a look at my device while I am working, however I also understand that their movement around or behind my device might be captured in any monitoring tool;
- I understand and agree that recording of conversations or other Teleperformance/Client/consumer information, outside of standard business processes is prohibited.
- I understand that the use of speakerphone is prohibited while Working from Home;
- I understand that the key privacy considerations around accessing personal data (for example customer, client and employee information), read in conjunction with Teleperformance policies, standards and procedures, while Working from Home is strictly prohibited.
- I shall take particular care to reduce the risk of inappropriate or unauthorised disclosure of personal data while Working from Home; and
- I have a functional internet connection at home and shall ensure that it is operational with enough data availability at all the time. I understand that this is a pre-requisite for Work from Home and I shall maintain good internet bandwidth. I shall be fully responsible for upkeep and usage of this connection.
- I agree to return company or client's systems, assets, records and materials **within 36 hours** from the date of intimation received by the company in the same condition as it was provided to me.
- In case, I delay in returning or fail to return or returned in damaged condition, the company's or client's systems, assets, records and materials within such stipulated time then company has the undisputed right to recover penalties/amount as per the case may be.
- I agree to the use webcam for video calls/collaboration with supervisors and colleagues.
- I agree to the use of cameras the Teleperformance Cloud Campus by Teleperformance and the terms and conditions related to it as appended below, which is subject to update, as per the applicable law. This is regardless of whether the camera was provided by Teleperformance, if it is built-in or bundled with the equipment provided to the employee, or in a Bring Your Own Device (BYOD) scenario.
- I understand that I have the option to raise a helpline ticket to the BHR team over the email id (HR.TPCCIndia@teleperformancedibs.com), if I will have any concern whatsoever, post deployment of Teleperformance Cloud Campus.

- I understand, that in the event, I desire to opt-out as Working-from-Home-Agent in the Teleperformance Cloud Campus, I will reach out to my immediate supervisor with a written notice stating the reason for it and [HR.TPCCIndia@teleperformancedibs.com].
- I hereby give my consent to Teleperformance use of a Camera as part of the computer sign-on process to authenticate my identity. I further agree to allow Teleperformance to visually monitor me during work hours via a camera to ensure that my work-at-home environment meets the expectations of Teleperformance and its clients.
- I specifically understand and agree to Teleperformance use of Camera video and audio for security measures assessment, proper and lawful execution of all employment and client related contractual provisions, safety verification and any other business-related purpose. I agree to turn on the camera when requested and/or conduct verification via phone or video call pursuant to random clean desk audits.

For this purpose, I hereby understand that Teleperformance reserves the right to inspect my work area in my Work from Home site or the system virtually with or without advance notice to me. I also understand that at random intervals during your shift, Teleperformance may take snapshots of your workspace to analyse and detect any violations of existing security protocols including, but not limited to, clean desk policy, GECSP and TISPS standards. I hereby provide my consent and agree to such inspection and waive-off any claim for invasion of privacy in connection with such inspection. There are a number of situations in which I will activate the camera. These include: for my identification to be confirmed (in particular every time I login to Teleperformance systems); during regular security procedures; during 1-to-1 meetings, coaching sessions, and team meetings to achieve the most effective communication, collaboration and provision of the services. As I am providing services remotely, Teleperformance also recommend camera use during the rest of the time that I am providing services as a way to more effectively engage with my colleagues. When I activate my camera, it will be livestreaming and not recording. Every time recording is required (for Teleperformance business purposes, in a chatroom where you are present, for instance recording informational sessions delivered by TP Representatives), the 'recording icon' will show and I will be able to turn off my own individual camera during the recorded session.

For above purpose, Teleperformance, in its sole discretion, reserves the right to install any system monitoring technology on the work machine including EDR, Webcams or any other software/file that allows for supervision at work-at-home site which includes, but is not limited to:

- Capturing 'facial confirmation', 'ID scan' and 'Geo Tagging'
- Tracking 'multiple people violation', 'unknown user violation', 'not at desk violation', 'auto-idle user detection'; Mobile phone detection and usage
- Clean desk environment (use of pen/paper or other objects not permitted)
- Capturing Desk-top random image and click pictures when above violations are detected via random scan which could be used as evidence in case of any breach as per the security policy

I understand that failure to comply with the above will lead to appropriate action in accordance with Teleperformance HR policies and manual.

Employee Signature	<hr/>
Employee Name	Manoj Kumar