

Date: **09/May/2016**

Name: **Rajeev Kumar Mishra**
Address: **D-132, 2Nd Floor, South Ganesh Nagar, New Delhi-110092**
Employee ID: **100327798**

Subject: FIXED TERM CONTRACT

Dear Rajeev Kumar Mishra,

With reference to your appointment with **ManpowerGroup Services India Pvt. Ltd.**, we have pleasure in offering you the position of **FES Operations Analyst** in our organization on a Fixed Term Contract basis. The detail of the offer is as follow:

Start date of Assignment: **09/May/2016**

End date of Assignment: **08/May/2017**

Gross Salary per month: **31617**

Any statutory dues like PF, ESI, Bonus etc, if applicable, will be Paid / Deducted as per law.

All taxes will be deducted as applicable by law.

The terms and conditions of the contract and details of your salary break up are specified in Service Contract attached here to.

Kindly send the accepted copy of the same and your PAN number to ManpowerGroup. In case the signed acceptance is not received by ManpowerGroup within 7 days of the offer date, ManpowerGroup reserves the right to withdraw the offer.

For **ManpowerGroup Services India Private Limited**



Authorised Signatory

Signature

Accepted By
**Rajeev Kumar
Mishra**



Manpower

ManpowerGroup Services India Private Ltd.
M-6, Uppal Tower 5-A,
5th Floor, Jasola District Center,
New Delhi - 110025
T: 1800 - 419 - 4001
www.manpoweronline.in

FIXED TERM CONTRACT OF SERVICE

Temporary Staff

1. This made between **ManpowerGroup Services India Pvt. Ltd.**, ("ManpowerGroup") and **Rajeev Kumar Mishra** ("Temporary Staff") engagement:
2. **Engagement**
The Temporary Staff is engaged by ManpowerGroup to perform specific fixed term work assignments ("Assignment") for ManpowerGroup customers ("Customer") under the terms and conditions of this Agreement and the Schedule A attached hereto for each new Assignment.
3. **The Contract**
 - (a) This agreement including Schedule A constitutes a fixed term contract of service between ManpowerGroup and the Temporary Staff and they govern each Assignment undertaken by the Temporary Staff. Upon acceptance of each Assignment by the Temporary Staff, ManpowerGroup and the Temporary Staff shall complete and sign Schedule A.
 - (b) The Temporary Staff is expected to complete the Assignment once accepted.
 - (c) No variation or alteration of these Terms shall be valid unless approved by ManpowerGroup in writing.
 - (d) Fixed Term Contract of Service means and includes only Temporary Service.
4. The Temporary Staff acknowledges that it is the nature of contract work that there may be periods when no suitable work is available and agrees that:
 - (a) Suitability shall be determined solely by ManpowerGroup.
 - (b) ManpowerGroup shall incur no liability towards the Temporary Staff should it fail to offer any Assignment at any point in time and failure to provide the Assignment will lead to automatic termination of the Temporary Staff.
5. (a) ManpowerGroup shall pay the Temporary Staff remuneration calculated at an agreed rate for each period worked during an Assignment, to be paid or monthly in arrears subject to deductions for the purpose of Provident Fund and any other Statutory deductions which ManpowerGroup may be bound by any laws or regulations to make. In addition, ManpowerGroup shall be entitled at any time to make deductions from the Temporary Staff's remuneration in respect of sums due from the Temporary Staff to ManpowerGroup in relation to any overpayment of any kind or any other debt.
- (b) For all allowances paid requiring receipts for evidentiary purposes, the candidate is required to issue true and original documents to this office with the timesheet at the end of each month. Failure to do so will result in adjustments in your tax.
6. It is clarified that the Temporary Employee would not be entitled for any Wages or Leave during the period he/she has not taken any Assignment.
7. The Temporary Staff is not obliged to accept any Assignment offered by ManpowerGroup, but if he does so, during every Assignment and afterwards, as appropriate and as directed, he will:
 - (a) Co-operate with Customer's staff and accept the direct supervision and instruction of any responsible person in the Customer's organization as to the services to be performed during an Assignment.
 - (b) Observe any rules and regulations of the Customer's establishment to which attention has been drawn or which the Temporary Staff might reasonably be expected to ascertain.
 - (c) Unless arrangements are made to the contrary, conform to the normal hours of work currently in force at Customer's establishment or such other hours as the Customer may require.



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- (d)** Not engage in any conduct detrimental to the interests of Customer or ManpowerGroup. Take all reasonable steps to safeguard his own safety and safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of Customer.
- (e)** Not to claim any compensation or to receive any payments of any nature whatsoever from the customer due to the Assignment, unless expressly consented to by ManpowerGroup.
- (f)** In the event of the place of Assignment or the client getting changed, or for any reason whatsoever ManpowerGroup reserves the right to relocate the Temporary Staff at any other suitable location for undertaking the assignment and in such case, no additional remuneration or extra payment other than the remuneration payable as per the Contract of Temporary Service shall become payable subject to the condition that the Temporary Staff joins at the new location / Assignment and completes the assignment.

8. At the end of each work record period, (or at the end of an Assignment where an Assignment is for a period of less than the work record period or is completed before the work record period) the Temporary Staff shall deliver to ManpowerGroup his time sheet, duly completed to indicate the number of hours worked during the preceding period and signed by an authorized representative of Customer. ManpowerGroup shall not be obliged to make any payment to the Temporary Staff unless a properly authenticated time sheet has been submitted.

9. Due to the nature of the temporary work, ManpowerGroup may without notice and without liability or for any reason whatsoever terminate the assignment/ fixed term contract at any time and Temporary Staff shall have no claims whatsoever against ManpowerGroup or the customer. apart from receiving the remuneration for services rendered till the date of termination either in writing or verbal communication and he/ she shall not be entitled to or make any claim for any other compensation against ManpowerGroup or Customer

- (a)** If for any reason, the client to whom the Temporary Staff is deputed stops paying for any reason irrespective of the period of assignment as a special case the temporary staff will be given one days notice with relevant pay till the date on which Temporary Staff attended duty at Clients place.
- (b)** At any rate the liability of ManpowerGroup in the event of further threat or claim and / or / by Court action by dissatisfied Temporary staff making any claim otherwise shall on no account exceed one months / net remuneration last paid to Temporary Staff which will be solely payable at the discretion of ManpowerGroup.

10. If the Temporary Staff is unable for any reason to work on an Assignment, he should inform ManpowerGroup as soon as possible, but no later than 9.30am on the first day of absence, to enable alternative arrangements to be made.

11. The Temporary Staff shall keep confidential and will not at any time divulge to any person, nor use for his own or a third party's benefit, any information of whatever nature including but not limited to employment, business affairs, transactions or finances in relation to ManpowerGroup or the Customer.

12. On termination of an Assignment:

- (a)** The Temporary Staff shall immediately deliver to ManpowerGroup all correspondence, documents, specifications, papers and property belonging to ManpowerGroup or Customer, which may be in his possession or under his control.
- (b)** Temporary Staff agrees to provide ManpowerGroup with notice for termination or pay salary in lieu of notice should the Temporary Staff decide to end an Assignment earlier than the agreed duration.



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The notice period for termination shall be in accordance with the following schedule:

Duration of Assignment	Notice Period
2 weeks or less	3 days
> 2 weeks to 1 month	1 week
1 month to 6 months	2 weeks
> 6 months	1 month

- 13.** For any service of notice or communication of whatsoever kind, you will be informed by courier or ordinary post at the address given by you at the time of your employment. In case of any change in your address, surname after marriage in case of female or any other change, you will inform the management in writing to this effect within one week of such change and get new address recorded in your personal record.
- 14.** The offer for Employment by ManpowerGroup is founded on the Declaration provided by Temporary Staff in respect of the following:
 - (a)** Information / detail/s provided by Temporary Staff to ManpowerGroup and in his/her resume which is taken as correct especially the information pertaining to age, educational qualifications, experience marital status and previous employment.
 - (b)** If relieving letter of previous employer is not provided / submitted , the offer and acceptance is subject to production of relieving letter within the time granted by ManpowerGroup.
- 15.** In the event of any discovery / information made known to or available with ManpowerGroup with reference to any fraud , mis-statement ,incorrect particulars or misinformation or suppression of any detail / material fact on any account leading to the mistaken offer of fixed term contract of service having been made / acted upon by ManpowerGroup the Contract of Temporary Service shall stand automatically terminated with / without any reference / notice to Temporary Staff with retrospective effect from the date of offer and making Temporary Staff liable to make good all losses ,expenses, damages caused to ManpowerGroup apart from Temporary compensating the actual loss suffered by them on account of such act/s.
- 16.** In the event of Temporary Staff not producing the relieving letter from his / her previous employer[if applicable] within the stipulated time or due to any indulgence granted by ManpowerGroup the Contract of Temporary Service shall stand automatically terminated with / without any reference / notice to Temporary Staff with retrospective effect from the date of offer and making Temporary Staff liable to make good all losses, expenses, damages caused to ManpowerGroup apart from Temporary Staff compensating the actual loss suffered by them on account of such act/s.
- 17.** This Agreement shall be governed by and construed in accordance with the laws of India and the relevant State Govt and all disputes shall be subject to New Delhi Courts Jurisdiction.

I CONFIRM THAT I HAVE CAREFULLY READ THROUGH AND UNDERSTOOD ALL THE ABOVE TERMS AND CONDITIONS OF ENGAGEMENT HEREIN AND I UNDERTAKE TO ABIDE BY THE SAID TERMS AND CONDITIONS.

For **ManpowerGroup Services India Private Limited**

Authorised Signatory

Signature

Accepted By
Rajeev Kumar Mishra



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Schedule A

Assignment Details:

Customer : **American Express India Pvt. Ltd.**
 Place of Assignment : **Gurgaon**
 Start date of Assignment : **09/May/2016**
 End date of Assignment : **08/May/2017**

Salary Break-up

Salary Header	Amount
Basic	13390
HRA	6695
Other Allowance	7874
Conveyance Allowance	1600
Medical Allowance	1250
Bonus Monthly	808
Insurance Pay	50
PF	1607
PF Admin	113.82
EDLI Admin Charges CM	1.34
EDLI Charges CM	66.95
EESICER	0
Total CTC	33456.11
Gross Salary	31617
ESICEE	0
EPFEE	1607
Net Salary	₹30010

* Labor Welfare Fund (Rs. (10.00)) will be deducted from employee's salary as per state Government norms and applicability period.

* Labor Welfare Fund (Rs. (20.00)) towards employer's contribution as per state Government norms and applicability period.

* Income tax and Professional tax as applicable will be deducted. All taxes will be deducted as applicable by law. Your salary is strictly confidential.

For **ManpowerGroup Services India Private Limited**

Signature

Authorised Signatory

Accepted By
Rajeev Kumar Mishra



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Declaration

- 1.** I declare and clearly understand that the offer for Temporary Employment by ManpowerGroup is founded on the Declaration provided by me in respect of the following :
 - (a).** Information/detail/s provided by me to ManpowerGroup and in my resume which is taken as correct by ManpowerGroup especially the information pertaining to age, educational qualifications, experience marital status and previous employment and my being a Major.
 - (b).** If relieving letter of previous employer is not provided / submitted, the offer and acceptance is subject to production of relieving letter within the time granted by ManpowerGroup.
- 2.** I further declare that in the event of any discovery / information made known to or available with ManpowerGroup with reference to any fraud, mis-statement, incorrect particulars or misinformation or suppression of any detail / material fact on any account leading to the mistaken offer of fixed or term contract of service having been made / acted upon by ManpowerGroup the Contract of Temporary Service shall stand automatically terminated with/without any reference/notice to me with retrospective effect from the date of offer and making me liable to make good all losses, expenses, damages caused to ManpowerGroup apart from my compensating the actual loss suffered by them on account of such act/s.
- 3.** I further declare that in the event of my not producing the relieving letter from my previous Employer [if applicable] within the stipulated time or due to any indulgence granted by ManpowerGroup, the Contract of Temporary Service shall stand automatically terminated with/without any reference / notice to me with retrospective effect from the date of offer and making Temporary Staff liable to make good all losses, expenses, damages caused to ManpowerGroup apart from my compensating the actual loss suffered by them on account of such act/s.
- 4.** I have clearly understood that due to the nature of the temporary work, ManpowerGroup may without notice and without liability or for any reason whatsoever terminate the assignment / fixed term contract at any time and I shall have no claim whatsoever against ManpowerGroup or the Customer. Apart from receiving the remuneration for services rendered till the date of termination either in writing or verbal communication and I shall not be entitled to or make any claim for any other compensation against ManpowerGroup or Customer.

Signature

Accepted By
Rajeev Kumar Mishra