

Date:24-06-2024

Employee Code :H139615
Name :Govani Pratik
Location :AHMEDABAD

LETTER OF EMPLOYMENT

Dear Govani Pratik

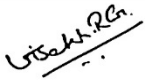
We, Adecco India Private Limited “Adecco” are pleased to offer you an employment with our organization as **Senior Medical Sales Representative** for a fixed period of employment (“Contract”), on the following terms, conditions and understanding that:

1. Your appointment is effective from the date of joining i.e **24-06-2024** and the term of your employment is valid up to **23-06-2025** unless renewed or terminated in writing by Adecco, as stipulated under the standard terms appended to this Contract.
2. You will be deployed at Adecco or its client’s premises and you shall report to work on **24-06-2024** at 9.00 a.m. at **BJZHF Panther Medical Equipment Co Ltd.**
3. Adecco may transfer you in any such capacity as deemed appropriate from time to time, at the instance of its clients or otherwise. In such event, you will be governed by the terms and conditions of service applicable to the new assignment or client. Notwithstanding anything mentioned in section 1 of this letter of employment, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this Contract shall be co-terminus with the project/work.
4. This Letter of Employment is subject to your successful completion of all requirements including BGV, training etc., as stipulated by Adecco or its clients from time to time.
5. Details of your remuneration/salary break up with components are enumerated as per the enclosure attached herewith.
6. Your appointment is for a specific period as stated above and no notice or pay in lieu thereof or retrenchment compensation will be payable to you at the end of the Contract tenure.
7. You will, with effect from 24-06-2024 be deputed by Adecco to work at the client’s office/ premises at any of client’s existing or new locations (either onsite or offshore). Should there be a change in the reporting location, you will be notified of the same at least a day in advance.
8. You are required to comply with the code of conduct or related policies of Adecco and the Client “Code of Conduct” where you will be deployed. You will be governed by the policies of the client's organization with respect to leaves, holidays and other establishment related policies. Adecco’s code of conduct could be found at: <https://www.adeccogroup.com/our-group/about-us/code-of-conduct/>
9. In addition, to the terms of appointment mentioned above, you are also governed by the standard employment rules of Adecco, which are attached along with this letter. The combined rules and procedures as contained in this letter and the annexure will constitute the standard employment rules and you are required to read both of them in conjunction. Your net/gross salary /CTC reimbursement amount, if any, shall be credited to your savings bank account.
10. You are required to sign and share a signed copy of this Letter of employment as acknowledgment and acceptance to the terms herein, either physically or digitally as recommended by Adecco from time to time. These terms and conditions would be deemed accepted /acknowledged in case we do not receive your response within 15 days from the date of issue of this letter.

We wish you the very best in your assignment with us and as a token of your understanding and accepting of the standard terms of employment, you are requested to sign the duplicate copy of this letter and return to us within a day.

With warm regards,

Adecco India Pvt. Ltd.



Visakh R G
Associate Director – Onboarding



Julie Rosy
Head – Process Excellence

Authorized Signatory

Enclosures: - (i) Compensation Sheet; (ii) Standard Terms of Employment (iii) Consent Letter

I hereby accept the above-mentioned terms and conditions.

Name: _____ Signature: _____ Date: _____

COMPENSATION SHEET

Employee Code: H139615
Name : Govani Pratik
Designation : Senior Medical Sales Representative

Compensation	Rs. Per Month
BASIC SALARY	20059.00
ADVANCE STATUTORY BONUS	1671.00
HOUSE RENT ALLOWANCE	8023.00
SPECIAL ALLOWANCE	10364.00
GROSS (SUB TOTAL A)	40117.00
PROVIDENT FUND EMPLOYER	1800.00
EMPLOYER PF ADMIN CHARGES	75.00
EMPLOYERS EDLI CHARGES	75.00
EMPR INSURANCE GMC	480.00
EMPR INSURANCE GPA	28.00
EMPLOYER DEDUCTION (SUB TOTAL B)	2458.00
CTC (SUB TOTAL A+B)	42575.00
PROVIDENT FUND EMPLOYEE	1800.00
EMPLOYEE DEDUCTIONS (SUB TOTAL C)	1800.00
TAKE HOME (SUB TOTAL A-C)	38317.00

Annual CTC : **Rs. 510900.00**

Note:

- * Take home is subjected to all applicable statutory deductions like Professional Tax, Labour Welfare Fund, Income Tax etc
- * The above break-up of total remuneration may be altered/modified without notice, due to change in applicable laws

Visakh R G

Visakh R G
Associate Director - Onboarding

Authorized Signatory
Adecco India Pvt. Ltd.,

Julie Rosy

Julie Rosy
Head - Process Excellence

I hereby accept the above-mentioned terms and conditions.

Name: _____ Signature: _____ Date: _____

STANDARD TERMS OF EMPLOYMENT

1. VALIDITY TERM OF EMPLOYMENT:

1.1. Notwithstanding anything above, depending upon the aforementioned project/work/deputation, Adecco reserves its right to extend/renew your temporary/fixed term appointment for such period or periods as may be necessary depending upon the exigencies relatable to the work for which you are hereby engaged. In the event, Adecco shall, in writing, extend/renew your temporary assignment on the term as may be indicated in such letter and in the event of your acceptance of such extension/renewal of the assignment; you shall be governed by such terms and conditions as maybe indicated therein.

1.2. It is specifically understood by you that during term of your employment, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise. This obligation shall be binding on you whether the said third party is engaged in similar business as Adecco or otherwise.

1.3. You shall be required to complete the joining formalities as per the list enclosed. These formalities are required as a part of compliance. You should therefore complete the said formalities immediately but not later than 10 days from the date of joining the service. You may please note that in the event you fail to complete the formalities within the stipulated time Adecco may be constrained and reserves the right to cancel/invalidate the appointment and relieve you from the service. Further the salary payable to you will be adjusted towards the dues. We expect you not to place yourself in such situation.

1.4. Your appointment is being made on the basis of the information/particulars provided by you in your application for employment and supporting documents therein. In the event, any information/ documents supplied by you, are found to be false, incorrect, or fabricated, your appointment will be deemed void and liable for termination without notice. Adecco reserves the right to take further legal actions including recover the payment made to you towards your remuneration during the term of employment.

1.5 In case there is any change in your residential address or salary account details, you are required to intimate the same in writing to us within three days from the date of such change and get such change recorded in Adecco's systems. Any failure by you shall release Adecco from any claims/obligations therein.

1.6 Salaries will be disbursed basis attendance inputs provided by the clients, therefore, it is imperative that you mark the attendance timely, as advised by client/policies, failing with applicable leaves or leave without pay may be triggered.

2. COMPENSATION:

2.1. You will be entitled to an employer's contribution of Provident Fund as per the rules applicable.

2.2. You will be entitled to all applicable statutory benefits during the period of this Contract.

3. TERMINATION:

3.1. This Contract is terminable by either party by giving 30 days' notice in writing or salary in lieu thereof to the other party. However, acceptance of 'salary in lieu' is at the discretion of Adecco. Adecco reserves the right to waive off the notice required and it is further clarified and agreed that Adecco has the sole right and discretion to accept or reject the notice pay and insist you to work for the notice period, incase you are required to complete any project that you are working on at the time of your resignation. It is also clarified and agreed that you will be bound to complete all pending projects during the notice period and handover charge to your reporting manager. Handing over shall include completion of pending work, return of company's (Adecco or its Client's) assets not limited to laptop or any electronic devices, ID cards, etc. Any failure to the above shall entitle Adecco to withhold your relieving letter, or your full and final settlement or deduct such amount from your full and final payout or take necessary actions required under law for such recovery, without further notice.

3.2 At the time of termination of the employment, due to termination by either you or Adecco or upon the lapse of the term of employment, if there are any dues owing from you to Adecco, the same may be adjusted against any monies due to you by Adecco on account of salary, bonus or any other payment owed to you under the terms of your employment.

3.3 Adecco reserves the right not to accept the resignation in case of any proceedings/actions pending against you or that there are commitments for completion or other exigencies of work.

3.4 Absence for a continuous period of 5 days without prior approval of your supervisor (including over stay) would be deemed to be abandonment of employment by you, whereby you have relinquished your rights and claims on your employment and your services would automatically cease without any notice or intimation.

3.5 At the end of your tenure or on termination with the Adecco for any reason, you must return all items and documents, if any, failing which you will be held liable for the costs associated and appropriate legal action will be taken against you.

4. DISCRETION:

4.1. Your employment is subject to you being medically fit to perform the assigned duties.

4.2. During the period of this Contract, your services could be deputed at the sole discretion of Adecco to any of Adecco's clients to do work pertaining to or incidental to such client's business. Such deputation will be communicated to you by way of a letter from Adecco, and this will be effective from the date mentioned in such letter.

5. DEPUTATION:

5.1. During the tenure of the deputation, you will continue to be an employee of Adecco and your compensation and applicable allowances shall be payable only by Adecco. In this regard, you shall not be entitled to receive any payments, either as fees, expenses, reimbursement or such other allowance, directly from the client to whose site you may be deputed.

6. RULES/POLICIES OF THE CLIENT:

6.1. In the day-to-day functioning or carrying out your responsibilities and duties, you will receive instructions from the client and will undertake to abide by any suggestions, etc. given by any assigned person(s).

6.2. You shall also abide by any training that may be offered to you by the client.

6.3. You shall be bound to follow the working hours, shifts of the client's organization.

7. NON - DISCLOSURE:

7.1. You shall take care not to disclose or divulge confidential information/trade secrets, etc. belonging either to Adecco or to the client, that you may come across in the course of your responsibilities either to Adecco and/or to the client or to anyone outside the client's organization and you shall use such confidential Information only in connection with the services provided by you to such client.

7.2. Further, you shall not utilize any confidential information acquired in consequence of your employment for your benefit or for the benefit of any third party other than Adecco or its client who has disclosed such confidential information or for whom you have created the confidential information.

8. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS;

8.1. You are employed by Adecco on the express understanding that all services provided by you whether at the Adecco site(s) or on deputation, are being done on behalf of Adecco or its clients. Consequently, any and all intellectual property rights (including but not limited to patents, copyrights, trademarks, etc.) arising therein shall be owned exclusively by Adecco or its clients to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with Adecco or its clients exclusively and solely either in favor of the Adecco or its clients and you shall do all such acts as may be necessary to ensure that the ownership of all such intellectual property rights vests solely with Adecco or its clients, as the case may be.

9. LIABILITY:

9.1. You shall at no point of time make any claim or assert any right to employment, damage, loss or compensation of any sort whatsoever against the client. This arrangement of deputation is purely a contractual agreement between Adecco and the client for the time specified.

9.2. Further upon the lapse of your term of employment with Adecco or earlier termination thereof, you shall have no right or claim against Adecco for continued employment and in this regard, Adecco does not guarantee or warrant any continued employment after the term of employment or earlier termination thereof.

9.3. You shall not engage in any act subversive of discipline in the course of your duty/duties for the client either within the client's organization or outside it, and if you were at any time found indulging in such act/s, or found to have breached/violated any covenants of this Contract or the Code of Conduct, Adecco reserves the right to initiate disciplinary actions against you or take any appropriate legal actions as deemed necessary.

10. INDEMNITY:

10.1 You shall be responsible for protecting any property of the client entrusted to you in the due discharge of your duties and you shall indemnify the client and Adecco if there is a loss of any kind to the said property or on account of your failure to satisfy any of your obligations during your term of employment. You shall also indemnify Adecco and its clients and hold both parties harmless against any claims attributable to you during the term of this Contract. Both parties reserve the right to take necessary legal actions, including recovery against such damages caused by your acts and omission or in violation of the terms of this Contract.

11. DOCUMENTS:

As part of BGV validation and creation of employment record, you are required to provide certain documents but not limited to the following documents as mentioned in (1.3). on the day of appointment or within a 3 days of your reporting, to duty.

- Aadhar card for proof of identity, proof date of birth and proof of address
- Educational certificates
- ESI declaration in Form 1, PF nomination in Form 2 and Gratuity Nomination in "Form F"
- PAN Card ,Bank A/C details with proof
- Six passport size photographs
- Experience certificates and relieving letter from your previous employer (if applicable).
- Proof of your last drawn salary/pay slip (if applicable)
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Any failure to the above shall be treated as per section 1.4 of this Standard Terms.

CONSENT LETTER

- Adecco India (“Adecco”) may collect, use or disclose the Personal Data which you provide to Adecco India for the Purpose described in the Adecco’s Data Privacy Policy (<https://www.adecco.co.in/privacy-policy/>) (“Adecco Policy”) including the provision of Services, storage, analytical or dispute resolution purposes, as well as, to comply with applicable laws, regulations and Adecco’s internal policies. Capitalized terms used in this form and not expressly defined shall have the same meaning as set out in the Adecco Policy.
- Adecco may also share your Personal Data with Adecco’s employees, officers, directors, clients (and its agents), Suppliers or third party vendors (IT, financial and legal advisors), or any statutory authorities and/or to any other Adecco affiliates, based locally or abroad, in order to reasonably achieve the Purpose. In any case, transfers to third parties will strictly be on a need to know basis, in order to comply with contractual or legal obligations.
- Adecco will handle, maintain and store your Personal Data - for a limited period of time, in compliance with Adecco Policy and the applicable laws and regulations.
- Adecco relies on your Personal Data to achieve the Purpose; hence, you warrant that the Personal Data you provide is accurate, correct and complete. If you wish to correct, update or delete your Personal Data, you may contact Adecco’s Data Protection Officer at legal.India@adecco.com.
- You are entitled to withdraw this consent at any time by giving notice to the Adecco’s Data Protection Officer. You acknowledge that such withdrawal shall apply prospectively and only affect Adecco’s future use or disclosure of your Personal Data.
- If you have any queries regarding Adecco’s treatment of your Personal Data, this consent form or any related matter, you may refer to [Adecco’s Data Protection Officer](#) at: legal.India@adecco.com
- For any government welfare scheme Aadhar is mandatory. Accordingly, by signing this explicit consent letter you hereby allow Adecco to collect your personal and sensitive details including Aadhar card/details. This will enable Adecco to link your Aadhar details to welfare schemes like ESI, EPFO etc. If you have any issue in sharing the details please specify the reasons in writing.
- You acknowledge that you have read and understood this consent and the Adecco Policy and provide your express consent to the collection, use and disclosure of your Personal Data as therein described.

Name: _____

Signature & Date: _____