



lieu of the notice period. If you wish to terminate your employment during the probationary period, you must give the company 30 days notice in writing or pay in lieu of the notice period. On satisfactory completion of your probationary period, your case for permanent absorption as regular employee of the company shall be considered by the management.

#### **5. Transfer**

During your employment with the company, you will be liable to be transferred to any of the offices/divisions/department/works/sister concern/client/associates location whether existing or to be setup in the same city/town or anywhere in India or abroad on the same conditions of employment or with a complete new terms, at the sole discretion of the management. In case of such a transfer, apart from the company's rules and regulations, you will be governed by the rules and regulations applicable to the sister concern that you get transferred to.

#### **6. Confidentiality**

During the term of your employment with the company, you will have access to and will get acquainted with various trade secrets of our company and/or our company's clients. You agree that you shall not misuse, misappropriate or disclose any of the trade secrets or confidential information of any description either directly or indirectly or use them in any way either during the course of the present employment or anytime thereafter, except as required in the course of your employment with the company.

You also acknowledge and agree that the names, addresses, telephone numbers and other information needed for communicating with the employers, vendors, clientele, customers and other employee of the employees/company constitute trade secrets and the sale, unauthorized use or disclosure of any of employer's/company trade secrets obtained by you during your employment and after termination of your employment constitutes unfair competition. You are liable to be bound by the security and confidentiality agreement between the company namely Artech Infosystems(P)Ltd. and its client.


You also acknowledge that your obligation under this Appointment Letter include, without any limitation, not to disclose or make accessible over the internet any confidential information (particularly the name of Artech clients or business partners) or other business information or any other information of Artech through social networking websites, blogs, online forums, employment related web portals or any other interactive or other website. If you are aware or suspect such information to have been disclosed in the above mentioned manner or otherwise, you have to immediately inform the company in this regard. You will not misuse the internet connectivity provided by the employer.

You may also be required to sign a separate confidentiality, non-disclosure and/or non-compete agreement or undertaking at the time of joining or separation from the company or as and when required by the company .

#### **7. Service Agreement**

You may be required to sign a service agreement along with a local surety whereby you agreed to work in this company exclusively for an agreed and stipulated minimum period of time from the initial date of appointment and in case of breach of this clause you will be liable to pay a damage compensation as per the terms of the service contract to the company in view of the fact that if you leave the company before the expiry of the stipulated period on breach of the contract, the company will suffer substantial

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loss for want of trained hand and will have to incur further expenditure on recruitment which includes advertisement, payment to consultant, induction, cost, training cost etc. and the damage includes loss of time, energy and expenses and the company is also deprived of the expected service of a competent person for which fresh selection and training may become necessary.

If you are sent for training abroad, you will have to sign a separate service bond apart from the service agreement mentioned in first part of this para for the period and amount which will be decided by the company as per its policy depending upon the period of training, travel and other training expenses incurred and loss and damage suffered by the company and in case of signing of bond as mentioned in second para, the term and condition of latter agreement/bond will prevail over the first one.

#### **8. Non-Solicitation**

You agree that you will not solicit direct employment with any of company's clients, wherein you were deputed by the company during the course of your employment within eighteen months of your leaving the services of the company unless it is approved by the company in writing.

You also agree that for a period of one (1) year after the date of termination of your employment from the company, you will not induce any employee or independent contractor of the company to cease such employment or relationship to engage in, be employed by, perform services for, participate in the ownership, management, control or operation of, or otherwise be connected with, either directly or indirectly, a Competing Business.

You agree that during your employment with the company and for a period of one (1) year after the date of termination of your employment from the company, you will not, on behalf of yourself or on behalf of any other person, firm or corporation, call on or solicit in any manner any customer of the company with which you have had any dealings of any kind or upon whom you called during the course of your employment with the company for the purpose of doing business of the type done by the company with such customer.


"Competing Business" means any business whose efforts are in competition with the efforts of the company. A Competing Business includes any business whose efforts involve any research and development, product or services in competition with products or services which are, during and at the end of the period of employment, either (a) produced, marketed, or otherwise commercially exploited by the company or (b) in actual or demonstrably anticipated research or development by the company.

#### **9. Compliance with Laws/Rules**

You will keep yourself fully acquainted with the various laws, orders, rules, regulations, directives etc. and the notification therein from time to time affecting or concerning directly or indirectly the company or its business and affairs and in attending to the various duties assigned to you, from time to time, you will see that the same are duly observed and complied with and that no infringement of any kind of any of the laws, orders, rules, regulations, directives and other legal requirements brought into force by the Government is amended/modified from time to time.

#### **10. Other Employment/Work**

Your position is of whole time employee of the company and you shall devote your whole time, attention and abilities during hours of work to your duties exclusively to the business of the company.

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You will not take up any other work under any circumstances whether directly or indirectly any other job including work voluntary in nature for remuneration (part time or otherwise) or carry on a business of whatever kind or work in advisory capacity or be interested directly or indirectly in any other trade or business during the employment with the company without written permission from the management.

**Employment/Work after Separation on account of Resignation/Termination of Services/Employment**

You shall not work, during the term of your employment with us either directly or indirectly as a full/part time employee or as a consultant or as an advisor or in any other capacity for any other similar Staff Augmentation Company

You shall also not work for a period of 12 months after resignation/termination of services/employment, either directly or indirectly as a full/part time employee or as a consultant or as an advisor or in any other capacity for any other similar Staff Augmentation Company unless you have written consent from Artech Infosystems.

**12. Protection of Interest**

If you conceive any new or advanced methods of improving process/formulae/system in relation to the operation to the company, such developments will be fully communicated to the company and will be and remain the sole right/property of the company.

**13. Compliance of Section 314 of the Companies Act 1956**

This appointment is subject to your not being a relative of a Director of the company within the meaning of Section 6 of the Companies Act 1956. In case, in future, you happen to be related to any of the members of the Board of Directors of the company, you shall intimate the same to the management in writing and continuance of your employment thereafter shall be on the compliance of provision of Section 314 of Companies Act 1956.


On receiving notice served by you to the company on account of your resignation, if in the opinion of the company it is prejudiced to its interest to continue your employment during notice period, the company may at its discretion relieve you before expiry of the notice period and is not bound to give any reason thereof. Notice period cannot be adjusted against your accumulated leaves.

**14. Job description and duties**

Your main job and duties are as set out in your written job description for the post held which will be shared with you on your Date of Joining. The company reserves the right to change your job description and any such change will not necessarily constitute a change in terms and conditions of your employment.

**15. Shift, hours of work, attendance and weekly off**

Normally the company runs into 9 Hours' shifts including one hour lunch/dinner/snacks break and you can be put into any of the shift timings as per the company's requirement and your shift timings can be changed without any prior notice. You are required to adhere to the time schedule and be punctual about the office timing. Normally Saturday and Sunday are considered to be weekly off. However you shall work as and when required by the company without any extra payment. Your shift/working/duty

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hours, attendance and weekly off shall be regulated to suit the company's requirements from time to time. You may also be required to attend duties on holidays/weekly off days as per exigencies of work.

**16. Supervision/Control**

You shall work under the supervision and control of such person/persons as decided by the company from time to time. You shall most diligently and faithfully carry out instructions or discharge the duties given to you by your superiors or person under whom you are placed to work in the overall interest of the company.

**17. Leave and holidays**

As per the Company Policy

**18. Touring/Traveling**

You are liable to travel as required by the company from time to time.

**19. Notification of sickness and other absence**

If you are absent from work for any reason and if your absence has not previously been authorized by the company, you must inform your immediate Manager and H.R. Manager on your first day of absence. Your unauthorized absence must be properly explained and in the case of absence of uncertain duration, you must keep the company informed on a daily basis. If you are absent from work due to sickness or injury which continues for more than three days, you must provide the company with a medical certificate on or before the 4th day of sickness or injury and thereafter medical certificate must be provided to the company to cover any continued absence. Upon your resumption of duty after a period of absence which has not previously been authorized by your Manager/H.R. Manager, you are required to complete a self-certification form stating the date of absence and reason for your absence.

**20. Sickness requirements**

The company may at any time while you are absent from work because of sickness or injury, require you to undergo a medical examination (at the company's expenses) with a medical practitioner/hospital nominated by the company.


**21. Company's property**

You will be responsible for safe keeping and return in good condition and order of all the company's property, equipments, instruments, tools, books etc. which may be given to you for your use, custody, care or charge. The company have the right to deduct the money value of all such things from your dues and take any other action as the company may see fit in the event of your failure to account for such property to company's satisfaction.

**22. Service conditions/Employment rules**

You will be governed by the rules and regulation and such other practices, systems, procedures and policies framed by the company from time to time. You will also be governed by the statutory laws enacted by the Local Authority/State or Central Government as applicable to you from time to time. You are advised to make yourself familiar with the company's rules and policies.

**23. Medical Checkup**

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This employment and its continuance will depend on your medical fitness certified by the company's nominated doctor/hospital. You will present yourself for medical examination and checkup as and when required by the company.

**24. Retirement**

You will be retired from service on attaining superannuation age of 60 years or earlier in case you are found medically unfit to work any longer or in case of continued ill health as certified by the medical officer/medical practitioner/hospital nominated by the company.

**25. Notice Period**

Your employment can be terminated by the company with a notice period of two months or two months gross salary in lieu thereof. You can terminate the employment by serving two months of notice period after completing the minimum period, as stipulated in the Service Agreement if any, mentioned in the paragraph 7 of the appointment letter. If you leave the employment within the Service Agreement period, you are liable to pay the company an amount which is mentioned in the Service Agreement. On receiving notice served by you to the company on account of your resignation, if in the opinion of the company it is prejudiced to its interest to continue your employment during notice period, the company may at its discretion relieve you before expiry of the notice period and is not bound to give any reason thereof. Notice period cannot be adjusted against your accumulated leaves. In case you wish to be relieved before the expiry of the notice period and if company agrees to do so, in such circumstances you will be liable to pay two months gross salary or an amount calculated on pro rata method on the basis of such period which falls short of minimum notice period of two months.


**26. On Separation**

On acceptance of the separation notice, you will immediately return to the company before you are relieved, all correspondence, specifications, formulae, books, documents, market data, literature, drawings, effect and shall not make or retain any copies of the items. Any other asset of the company i.e. furniture, vehicle, office equipment etc. will either be returned to the company or retained on payment of such money as the company may decide.

**Disciplinary action, suspension & termination of services/employment on account of misconduct or breach of any service condition**

You will at any time be liable for disciplinary action such as warning, suspension, discharge, dismissal or losing lien of employment for unsatisfactory performance, causing damage, financial loss to the company, committing breach of any service condition, misconduct such as irregular attendance, unauthorized absence, misbehavior or any unworthy act like theft, misappropriation/fraud, dishonesty, immorality, any act amounting to moral turpitude, conviction falsification of documents/records or information given in your bio-data/application for securing job in the company or any undesirable acts which in the opinion of the company is prejudiced and detrimental to the interest of the company. Pending disciplinary action, you can be suspended from service and can be asked to make your daily attendance during the period of suspension and if suspended, you will be paid 50% of the gross salary during the period of suspension. During enquiry, you will be entitled to be represented by any of your co-employees and not by an outsider.

**28. Restriction for representing company after relinquishment of service**

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You will not anywhere at any time after relinquishment of your services/employment either personally or through your agents, friends or relatives directly or indirectly represent yourself as being connected or interested in anyway in the business of the company.

**29. Absence and abandonment of service**

If you will not be present during working hours, you will be deemed as absent from duty. In case you remain absent from work for eight consecutive days or overstay leave originally granted or subsequently attended, it will be open to the management of the company to draw a presumption that you have voluntarily abandoned your job and lost lien on the job and your name will be struck off from the rolls of the company.

**30. Past records**

If any information/declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information, in such case, your services are liable to be terminated without any notice or notice pay.

**31. Background Verification Check**


Artech Infosystems Pvt Ltd always at any point of time reserves the right to verify the information furnished by you. Misrepresentation or omission or suppression of any information will result in revocation of this offer with immediate effect or immediate termination of the employment wherever on boarded on Company's rolls. Please note that in such an event there will be immediate withdrawal of offer and cessation of employment without notice. As compensation for you act /omission/breach you will also become liable to compensate the Company in a sum equivalent to two months CTC and also indemnify all losses /claims incurred by the Company from their Clients due to your act /omission/breach of the undertaking given by you on which conditional basis the offer for employment was provided.

**32. Jurisdiction**

This Appointment Letter/Agreement/Contract shall be governed by and constructed and interpreted in accordance with the laws of India and the employee hereby submits to the exclusive jurisdiction of the Courts at Delhi/New Delhi for any lawsuit filed by the company arising from or related to this Appointment Letter/Agreement/Contract and Courts of New Delhi only will have jurisdiction to hear and decide such action and proceedings.

**33. Arbitration**

All dispute arising in connection with the Appointment Letter/Agreement/Contract/Undertaking(s) including all claims, dispute or differences, breach of Agreement/Contract/Undertaking(s) and every matter of dispute or differences of whatsoever nature arising out of or in connection with this Appointment Letter/Agreement/Contract/Undertaking(s) and/or any other future Agreement/Contract/Undertaking(s) and/or any other understanding agreed upon between the parties (Employer and Employee) and/or breach of any undertaking or violation of any Artech policy and/or in respect of a demand/claim made by one party and denied or remaining unanswered/unattended by the other party then the such dispute, difference or claim/demand shall be referred to a Sole Arbitrator to be appointed by the Board of Artech and the employee hereby grant his/her consent and authorize Artech Board for the Appointment of the Sole Arbitrator. The Arbitration proceeding shall take place in Delhi/New Delhi and shall be conducted in English language and the cost of Arbitration proceeding

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shall be borne by both the parties equally and the Arbitration proceedings shall be conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 and the rules there-under including any amendment thereof.

The decision of Sole Arbitrator shall be final and binding on both the parties i.e. Employer and Employee.

**34. Injunctive Relief**

Without prejudice to the Arbitration clause, Artech or their client are entitled to seek injunctive relief when the breach of Appointment Letter/Agreement/Contract/Undertaking(s) or its term is imminent or when the same cannot be compensated in the form of damage or to prevent any imminent unlawful disclosure by the employee and in such event Artech or the client shall be entitled to recover from the other party, in addition to any other remedy provided by this Agreement or applicable laws, reasonable attorney's fee, expenses and cost.

**35. Severability**

If any term of this appointment letter is deemed unenforceable, the other provisions and the remainder of the letter of appointment shall remain in full force and effect.

36. You would be currently posted at our office / client location at **BANGALORE.**

In case the above terms and conditions are acceptable to you, please return duplicate copy hereof conveying your acceptance.

Yours Faithfully

For **Artech Infosystems Pvt. Ltd.**

**Rabish Chaturvedi**

**Vice President - HR**

Name:

Designation:

**Acceptance of Employee**

I have read the above terms and conditions governing my employment with the company carefully and have understood completely. I hereby accept the above terms and conditions.

Signature of the employee

Place:

Date:

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Annexure A			
Name	Ms. Aniya Shajan	w.e.f.	22 Nov 2023
S.No.	Particulars	Amount	
1	Basic	21,100	
2	Per Allowance	10,433	
3	PF Contribution by Company	1,800	
	CTC (Per Month)	33,333	
	CTC (Per Annum) (Annexure A)	400,000	

Other Benefits:

- The contribution of Provident Fund as per the PF Act, 1952
- Gratuity, as per rules defined under Payment of Gratuity Act, 1972
- Medical Hospitalization Insurance as per applicable company policy

Additionally, subject to applicable laws, statutory requirements and the company's qualifying criteria, you will be entitled to Employee Benefit Schemes as defined under ESI Act, Maternity Benefit Act, Payment of Bonus Act etc.

Note : Your Salary is strictly confidential and you are expected to maintain it's confidentiality. Any breach of this confidence will be viewed with the utmost seriousness and the Company reserves the right to take disciplinary action.

**In addition, you will be entitled to Joining Bonus of Rs. 30,000 /- to be paid to be paid in equal installments of 5k each month for 6 months.. In case you leave the organization more 1 year, paid amount will be recovered from you.**

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