

LETTER OF APPOINTMENT

Date:01/10/2019

To,
Nirmala Stephy.s
1st Main,
2nd croess near vinayaka hospital,
#82 electronic City post,
c.k nagar,
Bangalore-560100
Mob:9986892811

Dear Stephy,

Subsequent to the meetings between **Gratitude IndiaManpower and Consultants Pvt. Ltd.**and you, we are pleased to make an offer of employment on the following terms and conditions:

NIRMALA STEPHY.S has joined on <u>1st October 2019</u> at Bangalore Office as <u>HR Recruiter for Philippines Hiring.</u>

1. As per Company regulations you are required to furnish, before joining, documentary proof of your identity, last-drawn salary, educational qualifications and work testimonials and also that you are free from any other contractual restrictions preventing you from accepting this offer or starting work on the above mentioned date.

2. Remuneration:

- i. You will be paid a consolidated salary of *Rs.* 15,800/- ctc per month. You have to achieve your monthly target of 6 Successful Payment Hires. You are also eligible for earning your incentives after crossing the given number of target as discussed by your supervisor or manager.
- ii. Salaries will be paid on the 10th of every month. For candidates with a date of joining after the 15th of any month, salaries will be released in the next salary cycle along with the next month's salary.
- iii. Your Full and Final Settlement (FNF) will be done within 45 days.

3. Terms And Conditions:



During this period company can terminate this employment contract by giving 1 day notice and if the employee decides to quit then he will need to serve 30 days notice period. The management reserves the right to waive off the notice period. Your probation period can be extended at the discretion of the management. The management has the right to forfeit any dues of yours if you leave the organization without giving a written Communication or if you commit anything which is unethical and which intends to harm the Company. In the event that you fail to submit one month's notice period you shall not be liable for any Pending Incentives along with your one month's salary and Incentives account shall be closed. In the event of your resignation, Management may decide to waive off the notice period at its own discretion and relieve you immediately without assigning any reasons.

While in the employment of the company, you are in no way allowed to be employed by any other company on a *temporary* or *part time* basis of offer your services *with or without* pay to any person, legal entity or public authority or to be occupied in your own business without the prior consent of the company.

You confirm that you have disclosed fully to the company all your business interests whether or not they are similar to or in conflict with the business or activities of the company. You agree to disclose fully to the company any such interests or circumstances which may arise during your employment.

You will not except in case of accident or serious illness certified by the competent medical authority, absent yourself from duties without having first obtained permission from the company's authorized officers.

You can be transferred to any of our offices within India during your Employment.

After confirmation, either side may terminate your services by giving <u>30 days</u> notice in writing or payment of salary in lieu thereof. The company may, however, immediately terminate your services without any compensation (including incentives) or notice if:

- (a) You commit any breach of your duties and responsibilities under this contract.
- (b) You are dismissed on grounds of misconduct or non-performance, which contravene the express or implied conditions of your employment.
- (c) Not Worked on Saturday and Sunday.
- (d) For any breach of confidentiality pertaining to the company of its business.
- (e) You are absent for a continuous period of 3 days without prior approval of your superior (including overstay of leave).



(f) You abscond or attempt to abscond from work.

Additionally,

- a. You will retire on attaining the age of <u>58 years</u>. An extension may however, be given at the discretion of the management. You may be retired earlier if found *medically unfit*.
- b. All promotions & demotions, increments & decrements will be at the sole discretion of the Management of the company, depending upon your performance.
- c. You will be governed by the rules, regulations, by-laws, instructions &procedures prescribed by the company from time to time.

4. Confidentiality:

- 4.1 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your employment with the company, any information about the interest or business of the company or any affiliated companies.
- 4.2 You will maintain secrecy and will not disclose to third persons any of the trade secrets or other confidential information of the company or its affiliated companies, including but not limited to, proprietary data, clients, method of operations, etc.
- 4.3 You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, client details & methods of operation etc, at all times, remain the property of the company.
- 4.4 Upon termination of your employment with the company, you shall return to the company all the assets and property of the company (including any
 - Leased properties), documents, files, books, papers, memos, or any other property of the company in your possession or under your control.
- 4.5 The terms of this offer are strictly confidential between you and the company.

5.Leave& Attendance:

- 5.1 You will be entitled to 12 (twelve) days' leave per annum (after completing your probation period)
- 5.2 *No leave encashment would be permitted.*

- 5.3 No leaves are allowed for the first 6 months unless it has been pre-approved by your Interviewer at the time of Interview. Leaves taken in the 1st 6 months will be calculated 1:1 i.e. one day salary would be deducted for every single leave.
- 5.4 Leaves taken on Monday or Friday 2 days salary will be deducted in your probation period. After completion your probation period leaves taken on Mondays 2 days salary will be deducted.
- 5.5 In the event of an emergency, a mail has to be marked to your Superior along with a CC to hr@gratitudeindia.com. Only after the Approval of your leave will you be allowed to take it. SMSes/ WhatsApp texts sent to Superiors are not considered as Approved Leaves and will be considered as Uninformed leave. An employee is considered to be "absconding" if he takes any uninformed leave in the first 2 months of joining, and may be terminated.
- 5.6 Late comings are dealt with strictly and you are not allowed to come late to office unless pre-approved by your superior.

Kindly sign and return a copy of this letter duly countersigned by you on EACH PAGE in acceptance of the terms and conditions set out herein.

I NIRMALA STEPHY.S accept the terms and conditions of this letter.

Signature:

Date: 01/10/2019



Yours Sincerely,

Dolly Karia.

HR Head Talent Acquisition (Head Office)

Gratitude India Manpower and Consultants Pvt. Ltd.

We welcome you and wish you a fruitful and rewarding career

with Gratitude India