

Date:01-10-2021

**Welcome Note**

Dear **Mr. Prasad Ramakant Chaudhari**

Congratulations and welcome to Randstad family! We are delighted to have you as part of our organization. Your role and association with us is critical in fulfilling the mission of our organization. We hope, our association will be professionally meaningful and mutually beneficial. You join a group of our 60,000 + Employee Workers (EW) deputed to our various clients, in order to partner in their business success.

Thank you for the information and documentation provided to ease your on-boarding process. You can continue to use our online portal to access and download your monthly pay slips, edit personal details, download forms required for registering your employment for various statutory benefits. The next few pages will give you more information on your employment with us.

For any queries, please feel free to contact the Randstad Help Desk. The facility is currently available Monday through Friday, 9:30 am to 6:30 pm. You may contact the Help Desk through one of the three methods below:

1. Log in to [Click here to log in Randstad Portal](#)
2. Call us Toll free 1800 420 9944
3. Email us to flexicare@randstad.in

**Our Core Values:** As a new entrant, we would like you to know that randstad is known for continuing to adhere to and live by the core values established in our early days. Its good to know that every Randstad employee continues to keep to and live by these values today. They are

**To Know** - We are experts. We know our clients, their companies, our candidates and our business. In our business its often the details that count the most

**To Serve** - We succeed through a spirit of excellent service, exceeding the core requirements of our industry.

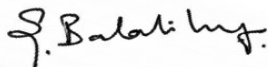
**To Trust** - We are respectful. We value our relationships and treat people well.

**Striving For Perfection** - We seek to improve and innovate constantly. Its our job to help our clients and candidates to find satisfaction in all their pursuits. This is what gives us the edge.

**Simultaneous Promotion Of All Interests** - We take our social responsibility seriously. Our business must always benefit society as a whole.

I wish you all the very best as you embark on an exciting journey with Randstad while enhancing your professional stature, along the way.

**For Randstad India Pvt Ltd.**



**Authorized Signatory**  
**Balakrishnan S**  
**Head - HRSSC**

**Date: 01-10-2021**

**To,**  
Mr. Prasad Ramakant Chaudhari,  
Empcode -1519183

### **FIXED TERM CONTRACT OF EMPLOYMENT**

We are pleased to appoint you in our organisation as Team Leader - Sales--T, for a fixed period of employment, on the following terms and conditions:

1. Your contract of employment shall be valid for a period of 1 year from 04-10-2021 to 03-10-2022. Notwithstanding this, in the event of the project/ work for which you are being employed comes to an end before the aforementioned period, this contract shall be co- terminus with the aforementioned project/work. At the end of the above referred period, the contract will stand terminated automatically without any notice or communication to you, unless they are explicitly extended by us by a letter in writing.
2. Notwithstanding anything above, depending upon the aforementioned project/work, the Company reserves its right to extend your temporary 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 that event, the Company shall in writing extend your temporary assignment on the terms as may be indicated in such letter and in the event of your acceptance of such extension of the assignment you shall be governed by such terms and conditions as may be indicated therein.
3. During the period of fixed contract, your services could be deputed at the sole discretion of the Management to any of our clients company or locations to do work pertaining to or incidental to the clients business.
4. Details of your salary break up with components is as per the Annexure 1.
5. Provident Fund will be remitted as per law, applicable from time to time. It's the employees responsibility to update the nomination directly into the PF portal and Randstad does not hold any responsibility on it. In case, you are eligible for ABRY scheme, the applicable PF employee contribution will be refunded post availing benefit.
6. You will be covered under a Medical Insurance upto 75000 per annum and Group Accident Insurance Scheme of 200000 & Group Terms Life Insurance of ~GTLvalue~. This policy will come into effect after 30 days of your joining the company.
7. You will be eligible for leave as per the clients company policy, during the period of your contract of employment.
8. You will be entitled to all other statutory benefits wherever applicable during the fixed period of contract.
9. You are advised to read and understand Randstad Health & Safety Policy for deputees (Annexure 2) and comply with relevant policies that are in practice at SBI Cards & Payment Services Limited. Adherence to the stated and relevant policies is a condition of employment with Randstad. In the event you are found to be non-compliant of any of the applicable policies, Randstad reserves the right to take necessary action against you.
10. This contract shall be terminable by either party giving 7 days notice in writing or salary in lieu of notice, to the other.
11. At Randstad your privacy is important to us. By submitting your personal information, you have agreed and consented to Randstad's processing of your personal information for the intended purposes of employment opportunities. Please note that your involvement in any violation of data protection laws or causing data breach would result in disciplinary action, which can lead to immediate termination and withholding of your pecuniary benefits.

We are consciously endeavoring to build an atmosphere of trust, openness, responsiveness, autonomy and growth among all members of the Randstad family. As a new entrant, we would like you to wholeheartedly contribute in this process.

**Registered Office :**

Randstad India Private Ltd  
Randstad House,  
Old No. 5 & 5A, New No. 9, Pycrofts Garden Road,  
Nungambakkam, Chennai 600 006.  
P +91 (0) 44 66227000 F +91 (0) 44 66227474  
www.randstad.in

As a token of your acceptance of the above terms and conditions, you are requested to sign the duplicate copy of this letter and return to us. In the event of not receiving a signed copy of this letter from you, this letter will be deemed to have been accepted by you upon the receipt of the following month's salary

Wishing you the very best!  
Yours truly,

**For Randstad India Pvt Ltd.**



**Authorized Signatory  
Balakrishnan S  
Head - HRSSC**

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**Acceptance:**

I acknowledge that while I am working for Randstad India Private Limited and deputed to Client name, I would be handed over with a biometric device to carry out my official responsibility and that I will take proper care of the equipment that I am entrusted with. I further understand that considering the cost of the equipment entrusted to me, a refundable security deposit amounting to INR 1200 shall be charged. I further understand that upon my separation from the Company, I will return the entrusted equipment in proper working order and upon return, the deposit amount shall be paid as part of my full and final settlement process. I understand I may be held financially responsible for lost or damaged property in case of failure to return and that the security deposit shall be forfeited.

I Prasad Ramakant Chaudhari have read and hereby accept the above mentioned terms and conditions

Signature : 2260091

Date : 01-10-2021 11:40:49

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**Date: 01-10-2021**

Mr. Prasad Ramakant Chaudhari,  
**Empcode -1519183**

**DEPUTATION LETTER**

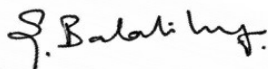
Further to clause 3 of your letter of employment, we are pleased to advise you that your services are being deputed to SBI Cards & Payment Services Limited with effect from 04-10-2021 at their NASHIK office. The terms and conditions of your deputation will be as follows:

1. You will, with effect from 04-10-2021, be required to work at our clients office/ premises at any of their locations.
2. During the tenure of the deputation, you will continue to be an employee of Randstad.
3. In the day to day functioning or carrying out all responsibilities, you will receive instructions from SBI Cards & Payment Services Limited and will undertake to abide by any suggestions, etc. given by any assigned person(s).
4. You shall also abide by any training that may be offered to you by SBI Cards & Payment Services Limited.
5. You shall be bound to follow the working hours of SBI Cards & Payment Services Limited.
6. You shall take care not to disclose confidential information / trade secrets, etc that you may come across in the course of your responsibilities to anyone outside SBI Cards & Payment Services Limited and use such information only in connection with the service provided to SBI Cards & Payment Services Limited.
7. You shall at no point of time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever against SBI Cards & Payment Services Limited. This arrangement is purely a contractual agreement between Randstad and SBI Cards & Payment Services Limited for the time specified.
8. You shall not engage in any act subversive of discipline in the course of your duty/ies in the property of SBI Cards & Payment Services Limited or outside, and if you were at any time found indulging in such act/s, we reserve the right to initiate disciplinary action as is deemed fit, against you.
9. You shall be responsible for protecting the property of SBI Cards & Payment Services Limited entrusted to you in the due discharge of your duties and shall indemnify SBI Cards & Payment Services Limited when there is a loss of any kind to the said property.

All the other terms and conditions of your employment remain unchanged.

As a token of your acceptance of the above terms and conditions, you are requested to sign the duplicate copy of this letter and return to us. In the event of not receiving a signed copy of this letter from you, this letter will be deemed to have been accepted by you upon the receipt of the following month's salary

Yours truly,  
**For Randstad India Pvt Ltd.**



**Authorized Signatory**  
**Balakrishnan S**  
Head - HRSSC

---

I, Prasad Ramakant Chaudhari have read and hereby accept the above mentioned terms and conditions

Signature : 2260091

Date : 01-10-2021 11:40:49

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**Schedule A**
**Assignment Details of Prasad Ramakant Chaudhari**

<b>Name</b>	<b>Prasad Ramakant Chaudhari</b>
<b>Client Name</b>	SBI Cards & Payment Services Limited
<b>Place of Deputed</b>	NASHIK
<b>Designation</b>	Team Leader - Sales--T
<b>Start date of Assignment</b>	04-10-2021
<b>End date of Assignment</b>	03-10-2022

**Annexure 1:Salary Break - Up Details**

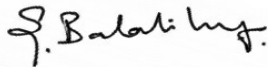
Component	Monthly	Yearly
Basic	18,000.00	216,000.00
House Rent Allowance	1,015.00	12,180.00
Statutory Bonus	1,499.00	17,988.00
<b>Gross Salary</b>	<b>20,514.00</b>	<b>246,168.00</b>
Employer's Contribution to ESI	667.00	8,004.00
Employer's Contribution to EPF	2,160.00	25,920.00
Insurance	62.00	744.00
<b>CTC (Cost to the company)</b>	<b>23,403.00</b>	<b>280,836.00</b>
Employee's Contribution to EPF	2,160.00	25,920.00
Employee's Contribution to ESI	154.00	1,848.00
<b>Net-Take Home</b>	<b>18,200.00</b>	<b>218,400.00</b>

\* Income tax, Professional Tax and LWF as applicable will be deducted. All taxes will be deducted as applicable by law.

\* Your salary is strictly confidential.

**For Randstad India Pvt Ltd.**

**Accepted By**



2260091

**Authorized Signatory**  
**Balakrishnan S**  
 Head - HRSSC

**Prasad Ramakant Chaudhari**

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## **General Terms & Conditions**

1. You will have to provide signed copies of all documents and forms in the joining kit including the signed appointment letter to Randstad India Private Ltd. (RIPL) within a period of 30 days from your date of joining. The documents can be either couriered or handed over in person at the designated RIPL offices. You will not be eligible for payroll in the subsequent months if these documents are not received within the 30 day period from your date of joining.
2. RIPL is working towards having a safe transaction mode for all payments and follows the practice of remitting salary, reimbursement, F&F and other payments directly to your designated bank account. You are required hereby to confirm your acceptance of the same and provide your Bank Account details with proof (cancelled cheque or copy of bank pass book or bank statement) within 15 days of the date of joining to RIPL personnel at the designated RIPL offices or send an e-mail with scanned copy of the proofs mentioned to flexicare@randstad.in mentioning "bank account details" in the subject line of the mail.
3. You will have to provide your PAN card details within 15 days of your date of joining
  - a. In case, you don't have a PAN card, you will have to apply and provide the acknowledgement copy within 15 days from the date of joining.
  - b. In case you do not provide PAN card details and your income falls under the taxable limits, you will be paid your monthly salary after deduction of taxes as per the existing tax laws.
4. Your pay slips will be available online for viewing, downloading and printing. This is a digitally generated document and does not require a physical signature for verification. The pay slip will be available at the end of first week of the month and will be deemed to have been received and accepted by you. For any clarifications or queries, regarding the same you can send an email to flexicare@randstad.in referencing your RIPL employee ID.
5. In case of any reimbursable components in your salary structure, you will be required to submit necessary proofs of payments and bills for the same, failing which the payments will be made after deduction of appropriate taxes.
6. If you are eligible for ESIC benefits and have an existing ESIC number, please inform in advance through the ESIC nomination form in your joining kit to retain the existing ESIC number. For PF transfer from an existing PF account, you will need to fill and submit the PF transfer form in your joining kit.
7. RIPL does not accept or retain any original certificates/ documents pertaining to your educational and other qualifications. You may be required to produce the same for verification purposes only, if requested by authorized RIPL personnel.
8. You will have to complete all the exit formalities and hand over any assets including but not limited to ID cards, laptops, mobiles, etc. in your custody before your Last Working Day (LWD) in the organization. Your Full & Final Settlement (F&F) will be completed only if the exit formalities are done on time, which shall not exceed 45 days.
9. Your F&F settlement amount will be transferred to the bank account used for your salary transactions. In case, there are dues to be recovered from you in the F&F settlement, you will be issued your relieving letter and experience letters only on clearance of these dues.

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Yours truly,

**For Randstad India Pvt Ltd.**



**Authorized Signatory**  
**Balakrishnan S**  
**Head - HRSSC**

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## **Annexure 2: HEALTH AND SAFETY POLICY**

### **1. Introduction**

Randstad recognizes people as its most important asset and is committed to ensuring safe and healthy work environment for all its employees and people visiting its premises. Randstads Corporate Policy necessitates a specific Health & Safety Policy for its outsourced employees. Given that our EWs are redeputed to various client sites, where each client's Health & Safety Policy would be different, it is our commitment to ensure that our EWs have safe working conditions, where risks if any, are well managed and our clients treat all our EWs as they would treat their direct employees in matters of health & safety.

This document is to be read and thoroughly understood by all Randstad EWs at the time of joining an assignment; it requires them to be aware of the policy and our recommendations for safe working practices.

We assure that we will not depute an EW to a client site, which causes an Occupational Hazard or risk to Health. We will only work with clients who are aligned to our Health & Safety Policy for EWs. Additionally, we advise our EWs and employees to bring to our notice, situations that an EW might encounter and could be a potential health & safety issue.

We also ask our EWs not to endanger themselves or their colleagues at work by violating any safety rules, and to comply with work place instructions besides ensuring that they wear Personal Protective Equipment where advised. Our EWs are asked not to interfere with or misuse anything provided for their safety, health and welfare. This is a condition of employment with Randstad. Management reviews will be held each year to review implementation of this policy and draw upon further improvements for the following year. These improvements will include the policy itself and the associated business processes to attain objective of this policy.

### **2. Health & Safety Policy**

Health & Safety in the work place is every one's responsibility. Randstad regards promotion of Health & Safety measures as a mutual objective for the management and employees, including deputed employees. Randstad has factored in statutory requirements while arriving at this Health & Safety Policy.

#### **General Safety**

1. Ensure that you are aware of your own responsibilities in respect of relevant health, safety and environmental matters.
2. Follow instructions the way it is meant to be. Use entries and exits, lifts in the manner it is meant to be.
3. Ensure you have your EW ID card on your person at all times with your photograph, Randstad contact details and Nos. displayed in a clear manner.
4. If you have a visitor, ensure your visitor signs in and receives a security pass. Do not take your visitor into the client premises without permission.
5. You will not enter your work premises while under the influence of alcohol, drugs or any substance which may endanger your health or safety and/or that of any other person.
6. Beware of fact that many things which may be obvious get overlooked while working. Thus, appropriate care and concentration is required at work to ensure general safety.

#### **Fire Safety**

1. Ensure familiarity with the fire safety procedures in work place. Most organizations have fire safety training as a statutory requirement. Ensure you attend the same, after seeking necessary permission from your reporting manager.
2. Understand different kinds of fire fighting equipments installed at your work place.
3. Please become familiar to the sound of the fire alarm and know the emergency/fire exits. These are not normal entry/exits. These exits are signed with the statutory fire exit signs.
4. Attend fire drill if any at your work place and undergo evacuation training.
5. Avoid taking personal risks; do not try to tackle fire on your own.

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### Accident & First Aid

Familiarize yourself with the First Aid arrangements at your work place. Do not leave vehicles or items relating to your work in places other than that which is designated. This will help prevent accidents.

1. Follow rules on speed limit and wearing safety gear as is prescribed at the work environment that you are at.
2. If your office premises require you to wear a helmet while entering or exiting, comply with the same.
3. In the event of an accident, do not handle it on your own; follow procedures that you may have been trained in; inform the facilities manager or emergency numbers provided.
4. Understand accident report procedures at your work site.
5. Always let someone know, where you are going and your expected time of return.
6. If your office premises require you to wear a helmet while entering or exiting, comply with the same.

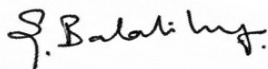
As a Randstad EW, you have the right to:

1. Work in places where all the risks to your health and safety are properly controlled.
2. If your office premises require you to wear a helmet while entering or exiting, comply with the same.
3. To stop working and leave the area if you think you are in danger.
4. To inform your employer about health and safety issues or concerns.

### Recommendations for Common Safe Working Practices

1. Do not smoke in areas prohibited.
2. Do not overload electrical outlets.
3. Do not expose electric conduits/plugs/sockets to water.
4. If your work requires you to lift weight frequently, understand load management procedures at work.
5. Do not operate machinery unless you have been trained and authorized to do so.
6. Never throw anything from any height.
7. If you use tools as part of your work use only the right and authorized tools.
8. Report any Health and Safety incidents whether they result in injury or not to your respective Randstad anchor.
9. Cooperate in the investigation of accidents with the objective of introducing measures to prevent recurrence.

**For Randstad India Pvt Ltd.**



**Authorized Signatory**  
**Balakrishnan S**  
Head - HRSSC

## **CODE OF CONDUCT**

This Code of Conduct describes and summarizes the standards of business conduct for Randstad and also highlights the importance of ethical value in conducting the business affairs of Randstad.

Randstad would also review all applicable Randstad policies and procedures from time to time. This Code of Conduct is subject to modification. It maybe updated as and when needed and the employee hereby agrees to accept the terms of such revised documents.

The Employees of Randstad are expected to act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct. The honest conduct would be a conduct that is free from fraud or deception. Interactions with the clients, candidates, co-employees and any other individual shall be conducted in accordance with the standards mentioned.

It is the policy of the Company to conduct all of its business in an honest and ethical manner. In doing business anywhere in the world, neither the Company nor any employee or an entity associated with the Company shall offer, pay, promise, authorise or receive any bribe or other illicit payment or benefit in violation of any of the Anti-corruption Laws of the Country or the anti-corruption laws of any other nation in which the Company does business or renders services. This shall form part of the Company's Code of Conduct and Business Ethics.

The Employee agrees that he/she shall devote his/her full attention to the activities of Randstad and shall not, either during the term of the Employment or for a period of six months thereafter, take up employment with any company that is engaging in or himself/ herself enter into any business that is identical or similar to, the business carried on by Randstad. The Employee further agrees that at any time during the subsistence of the Employment or for a period of six months subsequent thereto, the Employee shall not offer employment or consultancy or otherwise solicit the Employees of Randstad to work with him/her or any employer where he or she is employed.

It is not practical and possible to list all situations in which conflict of interest may arise, however, following examples of situations, which may constitute a conflict of interest, are provided for your perception regarding the nature and scope of the term a conflict of interest:

1. Engaging in any activity that interferes with your performance or responsibilities to Randstad
2. Accepting simultaneous employment with a Randstad supplier, customer, developer or competitor or taking part in any activity that enhances or supports a competitor's position
3. Conducting the business of Randstad with relative or with a business in which a relative is associated in any significant role
4. Accepting any offer, payment, promise to pay, or authorisation to pay any money, gift or anything of value from customers, vendors, consultants, etc. that is perceived as intended, directly or indirectly, to influence any business decision, any act or failure to act, any commitment of fraud, or opportunity for the commission of any fraud.
5. Competing, directly or indirectly, with Randstad for the purchase or sale of the property, products, services or other interest This Code of Conduct is part of the Corporate Governance of Randstad which extends equal opportunities to men and women at work, adhering to all legal compliances. Randstad's policy of transparency among employees are enabled through various HR practices including appraisals and performance evaluation, with adequate health and safety policies in place protecting the employee and the environment with a spirit of working together for the National interest.
6. You will be eligible for leave as per the client's company policy,during the period of your contract of employment.
7. You will be entitled to all other statutory benefits wherever applicable during the fixed period of contract.

### **Protection Of Confidential Information**

All confidential information must be used for the purposes of Randstad. All Employees of Randstad must protect and respect the Intellectual property rights including the intellectual property rights of the clients of Randstad. Any violation of the intellectual property rights of any of the third parties in the capacity of a employee of Randstad shall be treated as illegal and shall be subject to legal action. The obligation to safeguard the proprietary and confidential information continues to exist even after leaving the employment of Randstad. Each of the Employees has liability to return all corporate confidential information in possession while leaving Randstad. They shall not be destroyed by any employee even while leaving Randstad, which shall amount to infringement of the Intellectual property rights of Randstad.

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**Protection And Use Of Randstad's Assets**

All Employees are responsible for protecting and for appropriate use of the assets of Randstad. The Employees must safeguard the assets of Randstad against loss, damage, misuse or theft. Any violation of this aspect of the code will subject to the disciplinary action up to and including termination of the employment or business relationship. The assets of Randstad including vehicles, spares and supplies, equipments, stationery, funds, brand and logo of Randstad, hardware and software and all other electronic communication devices, must be utilized in legal, ethical and appropriate manner. Unauthorised usage of Randstad's assets to deal with any illegal transaction shall be subject to legal action.

**Protection And Use of the Client's Assets**

All Employees are responsible for protecting and for appropriate use of the assets of the client where the Employee is stationed. The Employees must safeguard the assets of the client against loss, damage, misuse or theft. The assets of the Client including vehicles, spares and supplies, equipments, stationery, funds, brand and logo of the Client, hardware & software and all other electronic communication devices, must be utilised in legal, ethical and appropriate manner. Further, the Employee shall refrain from any unauthorised use, access, disclosure, alteration and/ destruction of information systems including but not limited to CV database, CV database, client's JD/JS details, client's CTC policy and break-ups, and any other confidential information, written or oral, whether or not, specified explicitly by the Client.

**Employee Developments**

The Employee agrees to communicate to Randstad as promptly as practicable all Employee Developments he/she conceives or develops (either alone or jointly with others) at any time during his/her employment with Randstad and for a period of 1 [one year] thereafter for the purpose of determining Randstad's rights in such Employee Developments.

**press releases**

The Employee shall not put out any press or other media release or make any public announcement or statement relating in anyway to the business of the Client/Randstad, the activities of the Client/Randstad and for such other information without the prior written consent of the authorised personnel.

**Disciplinary Actions**

It is expected from all Employees covered under this Code of Conduct that they will adhere to the principles and rules laid down in this code. The appropriate disciplinary action will be taken against the delinquent Employee who is found to violate these principles and policies or any other policy of Randstad. The disciplinary action may include immediate termination of employment, appropriate legal action or severing of business relationship at Randstad's sole discretion. Randstad will recover any loss suffered by it due to violation of the provisions of this code by any delinquent in legal manner. All Employees are encouraged to report any suspected violation promptly.

(The Employee)

By

.....

Name

Prasad Ramakant Chaudhari

Title

Team Leader - Sales--T

Witness

(Randstad India Ltd.)

By

.....

Name

Balakrishnan S

Title

Head - HRSSC

Witness

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## Non-Disclosure Agreement

This Non-Disclosure Agreement is made and entered on this 04-10-2021 day of 2021 at NASHIK by Mr/Ms Prasad Ramakant Chaudhari Son/Daughter of Ramakant Chaudhari aged about 26 years and residing at Chinchakhed Road, At Post-Pimpalgaon, Taluka-Niphad, Dist-Nashik Pimpalgaon, Nashik, 422209 hereinafter referred to as employee.

### To

Randstad India Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at Old No.5&5A, No.9, Pycrofts Garden Road, Nungambakkam, Chennai - 600 006, Ph: 044-6622 7000

### WHERE AS

Randstad India Ltd. is a subsidiary of Randstad Holding NV, Netherlands and includes its other subsidiaries like Randstad Executive Search Ltd, Minvesta Infotech Ltd in India and such other Foreign Subsidiaries across the globe. This NDA is intended to maintain the confidentiality of all such confidential information available to all the EMPLOYEES of the Group. Essentially this NDA applies to whichever Group of Company, the EMPLOYEE is employed with, irrespective of his/her employment in maintaining the confidentiality of the available confidential information.

In the above context, the Group Company which has employed the Employee shall hereinafter be construed as "Company", which expression shall include the group companies within the context and meaning of this NDA agreement to maintain the confidentiality by the Employee. This expression shall hold good for the purpose of this NDA only and not in any other context of interpretation.

### WHERE AS

1. The Company has offered and the Employee has agreed to take up employment with the Company under the terms and conditions set out in the letter of Appointment the ("Employment Agreement").
2. In accordance with the terms of the Employment Letter, the Employee hereby executes this Non-Disclosure Agreement with regard to the confidential information and the competition obligations of the Employee.

### NOW THE PARTIES AGREE AS FOLLOWS

For the purpose of this Agreement, the term "Confidential Information" shall mean and include any and all tangible expression of information including all written or oral disclosures made by the Company to the Employee, provided to the Employee by the Company or parent, subsidiary, group company or customer of the Company or otherwise received by the Employee in the course of his/her employment with the Company or any intellectual property belonging to the Company, and shall specifically include, without limitation, pricing, methods, processes, financial data, technical data, lists, products, trade secrets, know-how, photographs, plans, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto as well as any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

The Employee agrees that he/she shall, at all times, during the term of his/her employment with the Company hold the Confidential Information in trust for the Company and shall not in any manner use, transfer, publish, disclose, or report the Confidential Information directly or indirectly, except to other Employees of the Company or to authorised third parties as may be necessary in the ordinary course of the duties of the Employee for the Company or otherwise as directed by the Company.

The Employee represents that his/her performance of the terms of this Agreement and his employment with the Company does not and will not breach any agreement to keep in confidence information previously acquired by him/her in confidence from any third-party. The Employee represents that he has not entered into, and agrees not to enter into, any agreement in conflict with this Agreement or which in any way prohibits his performance of or restricts his ability to perform his obligations under this Agreement. The Employee has not brought, and agrees he/she will not bring, with him/her to the Company for use in his/her employment with the Company any materials or documents of a former employer or any other person or entity for whom he/she has provided services (paid or unpaid) that are not generally available to the public unless he/she has obtained express written authorisation from the former employer or other person or entity for whom he/she has provided such services for their possession and use.

The Employee agrees that if his/her employment is terminated at any time during or at the end of the probationary period as provided in the Employment Letter, the provisions of this Agreement shall continue to remain binding on the Employee.

The Employee agrees that he/she shall not for a period of three years from the date of termination of the Employment Letter, directly or indirectly, disclose, transfer, or use any Confidential Information, except with the prior written consent of the Company or except, in accordance with the provisions of Clause 6 hereunder, when so required pursuant to a valid and subsisting order of a court or other judicial, quasi-judicial or government body.

### Registered Office :

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If the Employee is required, either during his/her employment or at any time within the three-year period specified in Clause 5 above, to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, the Employee shall, forthwith, upon receiving notice of the requirement of such disclosure, give adequate notice to the Company thereof so as to allow the Company a reasonable opportunity to limit such disclosure. In any event the Employee, in making such disclosure shall only disclose such information as maybe absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.

The absence of any marking or statement that a particular item of information is Confidential Information shall not affect its status as Confidential Information. The Employee shall bear the burden of proving that, that information is not Confidential Information.

All notes, proposals, documents, data, floppy disc(s), zip drives, tapes, reference items, sketches, drawings, memoranda, records, and other materials and media in any way containing any Confidential Information or related to the Confidential Information or otherwise to the Company's business shall belong exclusively to the Company. The Employee shall make copies of such material only if absolutely necessary in the course of the Employee's employment with the Company or otherwise for the benefit of the Company. The Employee hereby undertakes to return to the Company all copies of such materials in the Employee's possession or under the Employee's control at the request of the Company or, in the absence of such a request, upon the expiry of the terms of this Agreement.

The Employee represents and warrants that the performance by him/her of all of the terms of this Agreement and any services to be rendered by him/her as an Employee of the Company do not and will not breach any fiduciary or other duty, covenant, or agreement relating to any proprietary information, knowledge of data acquired by the Employee in confidence, trust, or otherwise, prior to the Employee's employment by the Company to which the Employee is a party or by the terms of which the Employee may be bound. The Employee covenants that he/she shall not, during his/her employment with the Company do any act or deed which conflicts with the provisions of any prior contract or agreement. The Employee further

covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement. The Employee shall promptly disclose to the Company and assign in favour of the Company in such form and manner as the Company may reasonably require all

1. inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, proprietary information, trade marks, trade names, logos, art work, slogans, know-how, processes, source code, application development, designs (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials therefore), and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages whether now existing or subsequently developed by the Employee ("Employee Developments") and
2. such information and data pertaining to the business, operations, personnel, activities, financial affairs, and other information relating to the Company and its customers, suppliers, Employees and other persons having business dealings with the Company as maybe reasonably required for the Company to operate its business ("Proprietary Information"). It is understood that the Employee Developments and the Proprietary Information is proprietary in nature and shall be for the exclusive use and benefit of the Company, shall be and remain the property of the Company both during the term of employment with the Company and thereafter and shall be held in trust by the Employee for the sole right and benefit of the Company. If so requested by the Company, the Employee shall execute and deliver to the Company any instrument as the Company may reasonably request to effectuate the assignment of any such Employee Developments or Proprietary Information to the Company or to otherwise evidence, establish, maintain or protect the Company's right, title and interest thereto. Without limiting the generality of the foregoing, the Employee hereby releases and waives and assigns to the Company any and all claims and rights which he/she has against the Company in respect of the Employee Developments, including without limitations, technology, know-how, licences or other proprietary rights or processes of the Company.

The Employee agrees to communicate to the Company as promptly as practicable all Employee Developments he/she conceives or develops (either alone or jointly with others) at any time during his/her employment with the Company and for a period of [one year] thereafter for the purpose of determining the Company's rights in such Employee Developments. During the term of his/her employment and thereafter, the Employee will assist the Company and/or its nominees or assigns (without charge but at no expense to Employee) in every lawful way to obtain, maintain and enforce any and all intellectual property rights and protections relating to all Employee Developments, including by executing relevant documents. Employee hereby irrevocably designates and appoints the Company and its duly authorised officers and agents as his/her agent and attorney in fact to execute and file any and all applications and other necessary documents and to do all other lawfully permitted acts to further the prosecution, issuance or enforcement of patents, copyrights, trade secrets and similar protections related to such Employee Developments with the same legal force and effect as if the Employee had executed them himself/herself.

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The Employee agrees that he/she shall devote his/her full attention to the activities of the Company and shall not, either during the term of the Employment Letter or for a period of six months thereafter, take up employment with any company that is engaging in or himself/ herself enter into any business that is identical or similar to, the business carried on by the Company. The Employee further agrees that at any time during the subsistence of the Employment Letter or for a period of six months subsequent thereto the Employee shall not offer employment or consultancy or otherwise solicit the Employees of the Company to work with the Employee or any employer of the Employee.

The breach alleged or otherwise, by the Company of any obligation arising or in any manner owed by the Company to the Employee shall not affect the validity or enforceability of the Employee's covenants/obligations set forth in this Agreement.

The Employee understands that the Company shall suffer irreparable harm and injury in the event the Employee breaches any of its covenants/obligations under this Agreement and that money damages shall be inadequate to compensate the Company for such breach. Accordingly, in the event of any breach or threatened breach by the Employee of any of the provisions of this Agreement, the Company, shall in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Employee, or by and/or all persons directly or indirectly acting for, on behalf of, or with, the Employee.

Notwithstanding anything contained in this Agreement, the obligations of the Employee and the rights of the Company arising hereunder shall be deemed to have commenced upon the date of the execution of the Employment Letter regardless of the actual date of execution of this Agreement and shall continue to remain in full force and effect and continue to be binding upon the parties until the expiry of three years from the date of termination of the Employment Letter unless the parties mutually agree to extend such confidentiality period

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first herein above written.

(The Employee)

By

.....

Name

Prasad Ramakant Chaudhari

Title

Team Leader - Sales--T

Witness

(Randstad India Ltd.)

By

.....

Name

Balakrishnan S

Title

Head - HRSSC

Witness

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**Self-Declaration & Undertaking form**

Name: Prasad Ramakant Chaudhari  
Deputee ID: 2260091  
Empcode -1519183  
Designation: Team Leader - Sales--T  
Service Function / Vertical :  
Centre / Location : NASHIK

**Sub: Acceptance of Established policies and affiliated risks**

I hereby Confirm that I have read through the Randstad and applicable client policies & procedures. I understand its implication to the fullest and hereby confirm to the fact that i would be held personally responsible for actions done, in contravention to established policies and procedure.

Signed :

Date :

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