



ESSJAY ERICSSON (P) LTD.

CIN – U74899DL1971PTC005492

Attending to this Matter  
GR/EEL/Kapil Kapoor

Essjay Ericsson Confidential

**LETTER OF ENGAGEMENT AS APPRENTICESHIP  
TRAINEE**

Date  
9/1/2019

Reference  
EEL/HR/OAT-19:02483

**Chetan Jadav**

**Letter of Engagement as Apprenticeship Trainee**

Dear Chetan,

Congratulations!

It was our pleasure to note your interest and having opportunity to professionally interact with you. Based on our discussions, we are pleased to engage you as **Apprentice Trainee** in accordance with the Apprentices Act, 1961 in our organization for a period of one year on the terms and conditions mentioned in **Annexure 1 A** of this Letter of Engagement as Apprenticeship Trainee (hereinafter referred to as "**Letter of Engagement**").

You are hereby informed that your date of joining our organization shall be on or before **9/4/2019**. During your engagement with us you will be paid a **monthly stipend of Rs. 14000 pm.** This Letter of Engagement is provisional and is dependent on you fulfilling all the joining formalities including the submission of all the documents detailed in **Annexure 1 B** of this Letter of Engagement.

We welcome you and look forward to your being part of "Essjay Ericsson Family".

With best wishes

Yours sincerely,  
ESSJAY ERICSSON PRIVATE LIMITED

Kapil Kapoor  
Deputy General Manager  
Human Resource, EEL

Accepted (Received with Annexure)

Date  
Signature

This offer of Appointment should be read in conjunction with Annexures containing the detailed terms and condition of employment.

Regd. Office: 210, F.I.E., Patparganj Industrial Area Delhi-110092, INDIA, Tel: + 91 11 22158669, Fax: + 91 11 22158670

## Annexure – 1 A:

### Terms and Conditions

#### 1. PLACE OF POSTING

Your normal place of posting will be at “**Nasik**”. Your place of engagement with us could be changed to any place in the country or to any of the associates/ sister concern or its subsidiary, whether existing or may be opened or acquired later on at the sole discretion of the management.

#### 2. DATE OF ENGAGEMENT

Your engagement with us shall be effective from your Date of joining our organization. Please note that this Letter of Engagement as Apprenticeship Trainee is provisional and its validity shall depend on the correctness of information / documents.

In the event of failure of above, this Letter of Engagement shall stand withdrawn and the company shall not be responsible for any type of consequences / loss / damages caused to you.

#### 3. TERM OF TRAINING

Your engagement with us is in accordance with provisions of Apprentice Act, 1961 for duration of one year commencing from the Date of you joining our Organization. Upon completion of the above said training period, your engagement with us as apprentice trainees will automatically come to an end without any notice.

#### 4. DATA PROTECTION

The Company may obtain and use personal data related to you in context of your engagement with us. Such data may be transferred or used by the Company or any of its subsidiary or third party even if such subsidiary or third party situated in or outside India. The Company will however put all safeguard to ensure adequate level of data protection.

#### 5. DATA PRIVACY

The Company requires that you shall observe Data Privacy as per Company's regulations/ policy, regarding the processing and protection of any personal information and/or data to which you may have access in the course of your duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Company immediately. In the event of any breach of the said undertaking, the Company shall be entitled to take such action against you as per the Company Rules and/or applicable law.

#### 6. NON-DISCLOSURE

You shall not divulge, communicate or pass on any information in any form, related to any aspect of the company to anyone outside the company.

You acknowledge that the Company owns trade secrets and confidential and proprietary information that are very important to the success of the Company's business. In addition, the Company has confidential information and assets belonging to other persons (whether individuals, firms, corporations or other entities) that the Company is obligated to keep confidential.

The expression “Confidential Information” refers to all and/or any of the trade secrets and confidential and proprietary information owned by or in the custody of the Company.

You agree that all Confidential Information is the exclusive property of the Company and you will take steps necessary to protect the Confidential Information. You agree that, during your engagement and after the expiry of your term with us, whatever the reason of such termination, you will not use, reproduce, or disclose any of the Confidential Information, except in the normal course of your job for the Company, or unless an *Authorised* officer or the Company gives you written permission in advance. You agree to return any Confidential Information (and all copies) in your possession *on cessation of your engagement with the company*.

## **7. PROFESSIONAL ETHICS**

You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. Please deal with the Company's money, material and documents with utmost honesty and professional ethics.

You will be required to read, understand and acknowledge Essjay Ericsson's Code of Business Ethics (COBE) and Non-Disclosure Agreement at the time of joining the Company.

You shall also maintain utmost dignity in your behavior and conduct while dealing with the employees of the Company directly or indirectly associated.

## **8. INTELLECTUAL PROPERTY RIGHTS**

All works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of engagement with the Company, with your involvement shall be the property of the Company. The copyright and ownership for such works shall be with the Company and you will not have any claims on the same of any nature whatsoever. You will not do anything in conflict with the Company's right in intellectual property and will co-operate fully to protect Intellectual Property against misappropriation or infringement by any third party.

## **9. COMPANY'S PROPERTY**

All works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the company, with your involvement shall be the property of the company. The copyright for such works shall be with the company and you will not have any claims on the same of any nature whatsoever.

## **10. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY**

You agree that during your engagement and after the expiry of your term with the Company, whatever the reason of such termination, you will not, directly or indirectly, aid, solicit or induce any employees, directors or officers of the Company to leave the Company for employment or other relationship with any entity that is involved in any aspect of the business of the Company.

## **11. COMPANY POLICIES**

You agree that as part of your job responsibilities, you will follow the guidelines, standards, rules, policies and practices of the Company prevailing from time to time.

For the avoidance of doubt, nothing in this Letter of Engagement shall affect or be construed to prejudice or override any of the Company's obligations imposed by law. This Letter of Engagement shall be read subject to such legal obligations.

You warrant that you are under no contractual duty or obligation arising from any other contracts you may have entered into which restrains you for whatever reason from being engaged as trainee or working for the Company and you agree to indemnify the Company against any loss or damage that the Company may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or in conflict with your duties and obligations under this Letter of Engagement. Kindly note that any action of yours, contrary to any of the above mentioned clauses shall render you liable to termination of this Letter of Engagement with immediate effect, notwithstanding any other terms and conditions of your engagement with us.

## **12. ABANDONMENT**

Unauthorized/ Unsanctioned absence from work for a continuous period of 8 days or when overstayed for a period of ten days after expiry of sanctioned leave, shall make you lose your lien on the job and in such event it will be presumed that you have voluntarily abandoned your training & in view of that your training will be automatically discontinued without notice.

### **13. RESIGNATION / TERMINATION OF TRAINING PERIOD:**

Your ongoing apprentice training period can be terminated by either side, by giving 15 days' notice. Please note in the event of resignation from your side as instructed by your mentor you will complete aforesaid 15 days' notice pay period and will adhere to proper handover formalities and exit process before leaving. The Company may also terminate your training without notice and without any payment in lieu of the notice period in the event of breach of any company policy or any misconduct. Without prejudice to the generality of the scope of the term 'misconduct' the following events shall amount to misconduct:

Committing any act of indiscipline.

Found in breach of your obligations under:

- Company Policy/ Procedures or Contract
- Individual Confidentiality and Access Undertaking
- Code of Business Ethics and Conduct
- Not adhering to training norms & schedule.
- Data Privacy Policy or Violation of any Law
- Non-Compliance to any of the above Terms & Conditions of your Offer of engagement as apprentice trainee.

### **14. MODE & ADDRESS FOR COMMUNICATION**

Any notice, memo or other communication required or permitted hereunder this Letter of Engagement, either by you or the company shall be effective & shall be deemed to be received. Any communication sought to be delivered will amount to insubordination if there is any refusal to receive:

- Upon delivery when delivered by hand
- Upon delivery, if sent by an express courier with a reliable system for tracking delivery to the address mentioned hereunder.
- Sent by certified or registered mail, postage prepaid, return receipt requested to the address mentioned hereunder.
- Upon delivery if sent to the email address mentioned on the Joining application form submitted by you.
- Upon verbal communication or SMS sent on the mobile contact number provided by you or the company. When transmitted, if sent by confirmed facsimile or e mail.

#### **Address of the Employer:**

As mentioned on this Letter of Engagement

#### **Address of the Trainees:**

As mentioned in the Joining Booklet

#### **NOTE**

It shall be your duty to intimate in writing to the Company, whenever there is any change of your address. Also, you will not refuse to accept any communication as offered to you for personal delivery.

### **15. ACKNOWLEDGMENTS OF COMPANY PROPERTY/ARTICLES**

Whenever you have been provided with any Company assets viz laptop, data card, mobile handset, tool kit, key or any other property/article to carry out your day to day operations, you shall execute a separate acknowledgement receipt to this effect. You shall be the lawful custodian of such company accessories/properties allocated to you during the course of engagement with us and you shall upkeep the said Company property in proper useable condition, In case of any damage or theft you will immediately or within reasonable time report to concerned person in Company. Further at the time of separation by whatsoever means, you shall submit all Company property to concern department or reporting manager. In case of failure or non-submission of Company property, Company will have right to recover the same from you or adjust from your payables the amount equivalent to the cost of such property/article without prejudice of exercising other legal rights available with the company.

## 16. VERIFICATION

Your engagement with us will be further subject to the correctness of information provided by you and verification of your credentials, testimonials, documents and other particulars provided by you at the time of your joining. In case, at any stage, it is found that any information provided by you is false or misleading or any material information is suppressed notwithstanding the fact that you have joined the Company upon selection, you will lose lien on the said engagement and be liable to be discharged forthwith.

Please sign the duplicate copy of this letter, and annexures, as a token of acceptance.  
We will be proud to have you as member of our team

**Signature of the Apprentice Trainee**

**Place:**

**Date:**

### Annexure – 1 B

#### DOCUMENTS REQUIRED TO BE SUBMITTED

S.NO	List of Documents	Original	Photocopy
1	Aadhar card & Voter ID Card	√	√
2	Passport size photographs (04 Nos)	√	
3	Final Semester Mark sheet and diploma certificate	√	√
4	Cancelled Cheque with IFSC code	√	
5	Medical Fitness Certificate as per Annexure 1 C	√	
6	Offer letter (Signed every page)		√
7	Student Enrolment User ID & Password		√

Please ensure that all the above mentioned documents are produced on the date of joining.  
Not being able to produce these could result in cessation of your engagement with us.

Annexure – 1 C

**FORMAT OF FITNESS CERTIFICATE**

**MEDICAL FITNESS CERTIFICATE**

**(TO BE SIGNED BY A REGISTERED MEDICAL PRACTITIONER HOLDING A MEDICAL DEGREE)**

**(TO BE SUBMITTED AT THE TIME OF JOINING)**

I hereby certify that I have carefully examined Mr./Ms./Mrs. \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_ whose signature is given below. Based on the  
examination, I certify that he/she is in good mental and physical health and is free from any physical  
defects which may interfere with his/her engagement with the company including the active outdoor duties  
required as a professional.

Marks of Identification: \_\_\_\_\_.

Name and Signature of the Candidate: \_\_\_\_\_.

Place and Date: \_\_\_\_\_.

**Name and Signature of the Medical Officer  
with seal and registration number**

**\* Strike whichever is not applicable.**