

Offer/Appointment Letter

Outward

No:

HR/OL/
1219-
32686

Date: 19/12/2019

To,

Rushikesh Jondhale

Shivapur, Sangamner

Adheri Vasti, Kokangaon Ahmednagar

Pin:413714

Maharashtra India

Dear Rushikesh Jondhale ,

With reference to our employment offer letter dated 19/12/2019, we are pleased to offer you an appointment in our organization as **FJ07 in Service Management**. Your Role will be **Technical Service Trainee**. We strongly believe that the association would be mutually beneficial.

Your annual salary along with the break-up of salary is attached herewith in Annexure-A.

You are required to join on **30/12/2019** and the offer stands withdrawn thereafter, unless the date is extended by us and communicated to you in writing.

In token of your acceptance of this appointment, kindly sign this letter and the employment agreement attached hereto at the bottom of the right corner of each page, and return the duplicate copy of the same to the HR department.

The location of your initial reporting & posting would be **Chennai**. However, the location of your posting can be changed to any of our units / departments situated anywhere in India or abroad depending on the business requirements.

You shall be on probation for **12 months** period. Unless communicated otherwise your services will be deemed to be confirmed on completion of the period of probation or any extension thereof as per the terms of your employment agreement and in accordance with the policies of Fujitsu Consulting India Private Limited.

I accept the appointment

Name : _____

Commencement Date: _

Signature : _____

Place: _____

Employment Agreement

This agreement made effective on **30/12/2019** between

Fujitsu Consulting India Private Limited, a company incorporated and existing under the Companies Act, 1956, and having its registered office at A-106, LGF, Dayanand Colony, Lajpat Nagar-IV, New Delhi, PIN – 110024, India (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **ONE PART**;

AND

Rushikesh Jondhale son of Mr.Rajendra Nana Jondhale, years 22, indian National, residing at Shivapur, Sangamner Adheri Vasti, Kokangaon Ahmednagar-413714 Maharashtra India (hereinafter referred to as the "**Employee**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **OTHER PART**

The Company and the Employee are, wherever the context so requires, hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

WHEREAS the Company is in the business of software services which encompasses of providing technical consulting, development and professional services, in accordance with the needs of its Clients (as defined hereinafter).

And, WHEREAS the Employee desires to be employed by the Company and the Company has made an employment offer ("Appointment Letter") to the Employee and in pursuant thereof desires to employ the Employee on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND CONSTRUCTIONS

1.1. For the purpose of this Agreement, the following terms shall have the meaning set forth in this paragraph:

- "Agreement" shall mean this agreement including the Annexure attached hereto.
- "Associated Company" shall mean:
 - (i) which is directly or indirectly controlled by the Company; or
 - (ii) which directly or indirectly controls the Company; or
 - (iii) which is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- "Client(s)" shall mean any Person, which does business with the Company or has requested or received a proposal to do business with the Company
- "Confidential Information" shall mean all non public information including but not limited to specifications, designs, drawings, algorithms, processes, systems and procedures, computer programs, methods, ideas, "know how" and, business information such as sales and marketing materials, plans, accounting and financial information, credit information on Clients, list containing the names, addresses and business needs of Clients, sales reports, price list, personal records including the names and addresses of Company's Employees, contractors and sub contractors and any other information relating to the Company and/or the Associated Company which Employee learns, discovers, conceives, or originates or prepares during his employment with the Company whether designated as confidential expressly or by the circumstances in which it provided, is to be kept confidential or which the Employee might reasonably expect the Company would regard as confidential. Confidential information shall not include information which, now or in the future, is available to the public (other than through improper disclosure by Employee or by another person) or information rightfully acquired by a third party.
- "Intellectual Property" shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of other jurisdictions and shall include any product or process of the human intellect whether registrable as patents, trade marks, copyrights

- Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.
- The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders and the words denoting persons shall include bodies corporate unincorporated associations and partnerships.
- Unless otherwise stated time will be the essence of contract for the purpose of the obligations under this Agreement.
- Unless otherwise stated references to sections, sub section, sub-paragraph relate to this Agreement.

2. COMMENCEMENT OF EMPLOYMENT

- 2.1.** The Employee's employment with the Company will commence from 30/12/2019 ("the Commencement Date.") and shall continue till termination of such employment in accordance with this Agreement.
- 2.2.** The Employee will be on probation for a period of **12 months**. This period may be extended at the Company's discretion. During the probationary period and any extension thereof ("the Probationary Period"), either Party shall be entitled to terminate this employment, without assigning any reason, by either (i) **by giving 15 days prior notice during the first six months and from seventh month onwards the notice period will be of 90 days** or (ii) paying salary (that is, as per Employee CTC) in lieu of notice. The Company shall have the right to terminate the Employee's employment during the Probationary Period for misconduct or failure or deficiency to perform duties under the Agreement forthwith by written notice. Unless communicated otherwise, the Employee services should be deemed to be confirmed on completion of the period of probation or any extension thereof.

- 3.1.** Employee agrees and acknowledges that the employment of the Employee shall at all times be governed by the terms and conditions set forth in this Agreement and other conditions outlined in the Offer Letter and the policies and procedures of the Company from time to time.
- 3.1A.** The Employee is required to abide by security policies and procedures prevailing in Company from time to time and as applicable to its role and designation in the Company. It is the Employees obligation to be familiar with all Company security policies, procedures and instructions, and remain current on all trainings related to security and to raise to their manager any security vulnerabilities of which they become aware.
- 3.2.** Employee shall be performing such computer programming, software development, system analysis, technical consulting, technical writing or any other specialized technical work and marketing as directed to be performed by the Company or Company's Client.
- 3.3.** Employee agrees and understands that the nature and scope of Employee's work may change from time to time based on the requirements of the Company. Employee acknowledges that though the Company typically observes Saturdays and Sundays as weekly off days. However depending upon the Project/Assignment delivery need(s), the Company may require utilizing these days as normal working days or may even require different working hours and the Employee agrees they will strictly adhere to the work schedule as provided by the Company. At times, the Employee may also be required to work in different shifts based on the business requirements so Employee agrees not to refuse incase instructed to stay over beyond working hours or to work in shifts due to exigencies of work. Employee acknowledges and agrees that the Company reserves the right to transfer or depute them anywhere in India or abroad them to any of the Company's location, division, department, or to any other organization, or at any of the Client offices, project locations, divisions or departments.
- 3.4.** The Employee shall be required to travel as may be necessary in the performance of the Employee's duties. The Employee agrees that he may be required as part of his employment to perform duties or services not only for the Company but also for any Associated Company where such duties or services are of a similar status to or consistent with the Employee's designation with the Company. The Company may at its sole discretion assign the Employee's employment to any Associated Company on terms and conditions that are no less favorable than

4. **TERM:**

Subject to the Employee's acceptance of the Appointment letter and signing this Agreement, Employee's employment with the Company shall commence from the Commencement Date and shall continue unless terminated as per Section 6 below.

5. **COMPENSATION & BENEFITS**

- 5.1. The Employee's annual salary for all services rendered shall be as specified in **Annexure A** (less applicable withholdings), payable in accordance with the Company's policies, procedures and practices, as they may exist from time to time. The Employee confirms that the compensation includes amount payable for assignment of Intellectual Property as envisaged below and adhering to all rights and restrictions contained in this Agreement.
- 5.2. The Employee's benefit package shall be as specified in **Annexure A**, as per the Company's policies, procedures and practices, as they may exist from time to time.
- 5.3. Employee acknowledges and agrees that the Compensation structure may be altered/ modified by the Company at any time without any prior notice to Employee.
- 5.4. Employee further agrees that the Salary, allowances and all other payments/ benefits shall be governed by the Company's rules as well as statutory provisions in force and subject to deduction of appropriate taxes at source. All incentive payments are provided to Employee by the Company's at its own discretion and may be changed or cancelled at any time.

6. **TERMINATION OF EMPLOYMENT AND CONSEQUENCES OF TERMINATION**

6.1. **Termination**

6.1.1. Subject to clauses 3.6, 6.1.2 and 6.1.3 hereof, either the Employee or the Company may terminate this Agreement by giving the other Party written notice of at least **90 calendar days** in advance of the Party's intent to terminate the Agreement. On the notice being served on the Company, the Company, at its discretion, may relieve the employee without completion of the notice period. The Company shall be entitled to pay salary in lieu of the notice to the Employee in the event of

Encl: Annexure-A (Salary Structure)

Annexure-A

Rushikesh Jondhale
FJ07

With reference to your Appointment Letter, the compensation package would be as mentioned here under:

A	Emoluments	Monthly(Rs.)	Annualized(Rs.)
1	Basic	15000	180000
2	House Rent Allowance	1500	18000
3	Education Allowance	200	2400
4	Other Allowance	1396	16752
5	Bonus	3800	45600
	TOTAL 'A'	21896	
B	Flexible Benefit Plan *		
1	Telephone Reimbursement	0	0
2	Leave Travel Allowance	N/A	0
	TOTAL 'B'	0	
C	Others		
1	Company Contribution to Provident Fund(PF)	1800	21600
2	TimeSheet Linked Payout	0	0
	TOTAL 'C'		284352
	Employee Benefit Insurance ~	N/A	7000
	Gratuity	N/A	8648
	TOTAL COST TO COMPANYY		300000
* Flexible Benefits Plan are exempt from tax to the extent of Bills/Proofs produced and as admissible under Tax rules ~ Employee Benefit Insurance covers a packaged cost of medical, life and personal accident insurance			

The Monthly portion of the salary will be paid by the 1st banking day of the next month, Taxable components of the Payroll for the Quarter-end months (June, Sept, Dec and March) and the Annual portion will be paid with March

As part of the Company's prevalent Welfare Policy, each employee is suitably insured. Within 45 days of your employment insurance cover for you for life and accident for **Rs. 2500000** and a Mediclaim policy for self **Rs. 300000**. Insurance Company accepts and processes all information provided by you after joining. Any subsequent claims will be submitted to the Insurance Company and will be subject to the terms and conditions of the Insurance Company.

The Company provides for Gratuity benefits to all its employees.

For **Fujitsu Consulting India Private Limited,**
Sumit Sabharwal
Head- Human Resources

Declaration:

I have read and understood all portions of Annexure- A. I accept the same

Employee Signature

Date: _____

Employee Name