

# **Employment Offer Letter**

THIS is an Employment Offer along with Terms and Conditions (hereinafter "Agreement) made this 24th August, 2023, by and between Ms. TANVI ANIL KHAMKAR aged 23 years, currently residing at Room No.19, 4th Floor, Tathastu Building, Lane No.3, Bankar Colony, Near Canara Bank, Opposite to Aakashwani, Hadapsar, Pune - 411028 and her permanent address at Gauri Vihar, Sahyadrinagar, Sadavali, Tal- Sangmeshwar, Ratnagiri - 415804, MAHARASHTRA, INDIA and Jean Martin Systems India Private Limited, Chennai ("Company"); WHEREAS, the Company is in the business of providing Staffing Services, Software Development and IT Services to its Clients around the world including India; WHEREAS, the Employee wishes to be employed full time with the Company DATA VISUALIZATION SPECIALIST - TRAINEE; WHEREAS, the Employee is aware that the Company is expending and investing substantial resources related to the hiring, training of the Employee; WHEREAS, during the course of the Employee's employment at the Company, the Employee will obtain confidential and proprietary information; WHEREAS, the Employee and the Company agree as a condition of the Employee's employment with the Company that the Employee will agree to all the terms stated herein.

**NOW, THEREFORE,** in consideration of the promises hereinafter made and to induce the parties into entering into an Employment Agreement, the parties agree as follows, intending to be legally bound hereby:

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### **ARTICLE 1: Engagement**

The Employee agrees to the best of the Employee's ability to perform and render his/her services as directed by the supervising Manager or the management. The Employee shall discharge the Employee's responsibilities pursuant to this Agreement competently, carefully and faithfully. The Employee would report to work physically every day according to the timings decided by the reporting officer or management. Employees' duties are subject to change on a periodic basis and will be duly conveyed by the reporting officer or management.

<u>Joining Date</u>: Your Tentative Date of Joining will be 28<sup>th</sup> August 2023

### **ARTICLE 2: Term**

- 2.1. <u>Training Term</u>: The employee agrees to abide for an intensive hands-on training program for a period of **6 months** with no leave eligibility for the 1<sup>st</sup> 6 months. At the end of successful completion of training your performance would be assessed and a decision would be taken about your continuous full-time employment with the company.
- 2.2. <u>Employment Term:</u> The Employee agrees that he/she will serve for minimum of **24 months** post the training period of 6 months with the Company.
- 2.3. <u>Damages for Breach of Term Provision</u>. The Employee acknowledges that the Company will spend time, money, efforts, and resources in providing the training term to the Employee. Employee understands that the Company is depending on the Employee to implement projects for the Company on successful completion of the training term. If Employee terminates the employment during the training term or anytime during the employment term, the Employee agrees, on his/her own free will, that he/she will allow the Company to recover monetary damages incurred due to sudden disruption of the client project as decided by the Company.

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# **ARTICLE 3: Compensation and Benefits**

Once Employee is assigned and begins working for the Company, Company shall pay Employee salary compensation as follows:

SALARY STRUCTURE	PER MONTH AMOUNT IN RS.	PER ANNUM AMOUNT IN RS.
GROSS SALARY	23050	276600
BASIC	11525	138300
HOUSE RENT ALLOWANCE	5763	69150
CONVEYANCE ALLOWANCE	1600	19200
MEDICAL ALLOWANCE	1250	15000
UNIFORM ALLOWANCE	576	6915
LEAVE TRAVEL ALLOWANCE	576	6915
SPECIAL ALLOWANCE	1760	21120
OTHER ALLOWANCE/AREARS IF ANY	0	0
TOTAL GROSS SALARY	23050	276600
PF EMPLOYER'S SHARE	1950	23400
ESI EMPLOYER'S SHARE	0	0
TOTAL EMPLOYER CONTRIBUTION	1950	23400
стс	25000	300000
DEDUCTIONS		
PF EMPLOYEE'S SHARE	1800	21600
PF EMPLOYER'S SHARE	1950	23400
ESI EMPLOYEE'S SHARE	0	0
ESI EMPLOYER'S SHARE	0	0
TOTAL DEDUCTIONS	3750	45000
NET SALARY PAYABLE	21250	255000

- On successful completion of 6 months' training your Annual CTC will be revised to Rs. 3,60,000/- (Rupees Three Lakhs Sixty Thousand Only).
- All statutory deductions as applicable

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#### ARTICLE 4: Duties. Responsibilities and Outside Activities

The Employee agrees that during the term of this Agreement, the Employee shall not engage in any other employment or outside business activity or acquire any proprietary interest in any venture whose activities include the providing of computer consulting services, which may in the sole determination of the Company, be considered to compete with the Company or be potentially detrimental to the Company.

#### **ARTICLE 5: Termination**

- a. <u>Termination Without Cause</u>. This Agreement may be terminated by the Company without cause by providing 1 Month notice to the Employee. Employee may terminate this Agreement by providing 3 months' notice period failing which, in circumstances which is mutually agreeable to both parties, the Employee depending upon the project deadlines, can serve 1-month notice period and pay the Company 2 months' salary in lieu of the additional 2 months not being served by the Employee.
- b. <u>Termination With Cause</u>. The Company may terminate this Agreement for cause without any prior notice. If the Employee's employment is terminated for cause, the Company shall not be obligated to make payment of any compensation for the dates the Employee abruptly stops working on the assigned project deliverable or absconds from work. Based on any other genuine circumstances explicitly provided with evidence the company shall be obligated to pay the Employee other than earned but unpaid salary through the date of termination. The Company shall have the right to terminate this Agreement upon the occurrence of Employee's breach of any obligation under this Agreement; or Upon Employee being found guilty of, or entering into a guilty plea to, a felony or misdemeanor involving moral turpitude; or upon Employee's breach of any Company rule, regulation or policy or upon non-performance.

#### **ARTICLE 6: Non-Competition and Non-Solicitation**

Non-Competition. Employee agrees that during his/her engagement for a period of two(2) years following the termination of the Employee's employment with the Company, the Employee shall not directly or indirectly solicit, accept or divert or cooperate in the solicitation, acceptance or diversion of any engagement, business, consultant, or contracts of Company or make any contacts, contracts or be employed with any client, vendor, end-client, end-user or otherwise take away or assist in the taking away from the Company any business the Company had or was actively soliciting during the Employee's engagement with the Company. Employee agrees that all Clients, end-clients, end- users, vendors and accounts are the property of the Company and shall remain with the Company after Employee's engagement regardless of if employee introduced them or brought them into Company prior to, during or at the time of Employee's engagement the client, end-client, end-user, vendor and/or account. This paragraph shall survive the termination or expiration of the agreement.

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- 6.2 <u>Non-Solicitation.</u> The Employee agrees that during Employee's engagement with the Company and for two (2) years, thereafter the Employee will not directly or indirectly induce or attempt to induce any Company employee, consultant, contractor, client, end-user or vendor to terminate his/her engagement or contractual relationship with the Company. This paragraph shall survive the termination or expiration of this Agreement.
- 6.3 Remedies. In the event of a breach of provisions 6.1 and 6.2, the Employee agrees that the Company will be irreparably harmed entitling the Company to injunctive relief, in addition to any monetary damages.

### ARTICLE 7: Confidentiality

- 7.1 The Employee agrees that the Employee shall not disclose any of the terms or provisions of this Agreement to third parties without the prior written consent of the Company. The Employee agrees that all confidential and proprietary information learned during the Employee's employment, whether or not in writing, of the Company, the Company's vendors, end-users, end-clients and clients are secret and shall not be disclosed. Confidential and proprietary information shall mean but is not limited to, any information relating to and including trade programs, client lists, client contacts and requirements, referral lists, consultant lists, employee lists, vendors, suppliers, business information, strategic plans, business dealings, ideas, processes, designs, discoveries, inventions, improvements, concepts, methods, common procedures, techniques, written material, make know-how not generally known in the trader industry, company records, protocols, programs and other similar information that is part of the Company. The Employee agrees that all confidential and proprietary information is the property of the Company and/or the Company's clients or vendors. In the event of the Employee's termination from the Company, the Employee shall return within twenty-four (24) hours of the Employee's termination any and all confidential and proprietary information in the Employee's possession, custody or control.
- 7.2 Remedies. In the event of a breach of provisions 7.1, the Employee agrees that the Company will be irreparably harmed entitling the Company to injunctive relief, in addition to any monetary damages.

#### **ARTICLE 8: Onsite Engagements**

- 8.1 The Company will be selecting Deserving Employees as part of the Annual Career Enhancement Program and sponsor the Employee to visit (and/or for the purposes of training) our Offices, Client sites, Vendors, and/or our datacenters located outside India. The Employee agrees to remain in full-time employment for a minimum period of 1 year post the Employee's return from every onsite assignment.
- 8.2 The Employee has to sign a Travel self-declaration form before any onsite visits and any breach of acceptance will be legally binding on the employee.

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8.3 If the Employee fails to serve the tenure of employment as stated above, the Employee agrees to pay back the expenses incurred by the Company towards Employee's onsite visit.

# ARTICLE 9: Legal Remedy

- 9.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.
- 9.2 The sole arbitrator shall be nominated by the Company. The venue of the arbitration shall be at Chennai and the proceedings of the arbitration shall be in English.
- 9.3 In the event of a breach or a threatened breach of any of the clauses herein either during the Employee's tenure of service, or upon termination and its aftermath, the company is entitled to seek a temporary or permanent injunctive relieve and damages against the Employee.
- 9.4 In respect of all matters/disputes arising out of, in connection with or in relation to this, only the civil courts at Chennai, Tamil Nadu, India shall have jurisdiction, to the exclusion of all other courts.
- 9.5 Attorney's Fees. In the event of any action arising from or related to this Agreement, the Employee shall be liable and pay to the Company the reasonable Attorney's fees incurred by the Company in connection with such litigation if a court determines that the Employee has breached this Agreement.
- 9.6 Amendments and Agreement Execution. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by the parties hereto.
- 9.7 Entire Agreement. This Agreement supersedes all previous contracts, letters and other documents and constitutes the entire Agreement between the parties.
- 9.8 Headings. All headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of this Agreement.

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9.9 Effective Date. This Agreement shall be effective at the time it is signed by all parties.

Welcome you to the Jean Martin family!

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

Signature: EMPLOYEE

Signature: Jean Martin Systems India Pvt.Ltd.

(Tanvi Anil Khamkar) Employee (Uma Balasubramanian)
Director- Global HR & Client Services

Date: 24-08-2023



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<u>▶</u> **08 / 29 / 2023** Signed by Tanvi Khamkar (tanvi.k@jeanmartin.com)

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7 08 / 29 / 2023 The document has been completed.

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