

# DATAMATICS

## Appointment Letter

MUM/APPT/MAY22/2377

May 16, 2022

**Mrs. Nirali Sanjeev Sharma**  
**Kapurdevi Sharma, Santoshi mata Chawl Room No- 373 Road No-22,**  
**Galli No-2 Sathe Nagar Wagle Estate, Thane West, Mumbai,**  
**400604.**

**Dear Nirali,**

Welcome to Datamatics, the first and only Indian organization to have won the prestigious International Asia Pacific Quality Award (IAPQA) in the services category, which included IT/ITES, Banks, Insurance companies and other services organizations. This is a unique achievement in the history of the Indian IT industry, as it was won competing against hundreds of companies from 38 countries including the US, Japan, Australia, New Zealand, Israel, South Korea, Peru, Mexico, China, Russia and Canada.

For Datamatics, Quality is not just a destination but a journey in which every Datamatician contributes. We invite you to be part of this journey!

We are pleased to appoint you as ‘**Trainee**’ the Grade ‘**S01**’ w.e.f. **May 16, 2022** on the following terms and conditions:

1. Your Basic Salary and perquisites per month will be as per **Annexure ‘A’**. Please note that the compensation details are strictly confidential between you and the Company and should not be divulged to anyone.
2. You shall also be entitled to the other benefits such as Provident Fund, coverage under the Company’s Health Insurance Scheme/ESIC.
3. You may undergo training in the company for a period of **six months** from the date of your joining. The management reserves its rights to extend the period of training at its discretion. Your salary and perquisites shall be as per the Annexure “A” attached herewith. Please note that the compensation details are strictly confidential between you and the Company and should not be divulged to anyone
4. Your training programme may be decided by the Company from time to time. You may be posted or transferred to another department, unit or location in India as deemed necessary by the company at its discretion
5. Your employment will be terminable by giving written notice of **90day** as stipulated in the separation policy or as per the changes communicated in that policy from time to time or salary in lieu thereof; by either side. Since the purpose of notice period is to ensure business continuity, in the eventuality of you separating from the Company of your own accord, serving of notice period shall be compulsory unless the Company after due consideration, agrees to accept payment in lieu of notice period. In the event that you abscond or leave the services of the Company without proper notice as provided herein, the company will initiate legal proceedings against you and all costs/damages as a result of this action will be recovered from you. The resignation will be accepted only on your fulfilling the terms of the undertaking given by you during the course of your employment.

DATAMATICS GLOBAL SERVICES LTD.

Knowledge Centre, Plot 58, Street No. 17, MIDC, Andheri (East), Mumbai - 400 093. INDIA | Tel: +91 (22) 6102 0000/1/2  
| Fax : +91 (22) 2834 3669 | CIN: L72200MH1987PLC045205 | business@datamatics.com | www.datamatics.com



- 6 Initially you will be posted at our office at **Mumbai**. However, you may at any time be transferred to any another department, unit or location in India as may be considered necessary by the Company at its sole and absolute discretion. You may be required to work in different shifts at the sole discretion of the Company.
- 7 You shall be also required to submit a copy of your valid **passport, pan card and driving license** within 3 months of your appointment.
- 8 In consideration of the Company having agreed to train you at considerable expenditure for your employment in the Company, you will be required to execute a service agreement, an undertaking to serve the Company for a minimum period of **two year** from the date of your joining the Company. In order to ensure the compliance of this covenant, you will either provide two sureties to be approved by the Company or arrange a fixed deposit of **Rs. 1,00,000/- ( Rupees One Lac only)** with the bank for a period of **two year** and lodge the fixed deposit with **Datamatics Global Services Limited**, with a letter agreeing that the said amount shall be appropriated by the Company as necessary in the event of breach of this undertaking. On expiry of the period of **two year**, the Company shall return the said sum of Rs.100,000/- alongwith the accrued interest thereon as received from the concerned bank. However, any of your near relatives or any person who is either an Income-Tax payer or having landed property could stand as surety.
- 9 You will not, during the course of employment with the organization or after leaving the employment for whatever reason, make any comments or invite comments in any form or manner, in regard to Company's (including group Companies & subsidiaries) existing or future policies or activities or actions or employees, as the case may be, by using Name or Logo of the Organization in social or print or electronic media including but not limited to social media sites such as Twitter, Facebook, Google +, LinkedIn, Orkut, Awra, WhatsApp, email etc., thereby inviting attention of people at large, irrespective of the fact as to whether such writings or inviting comments is in the interest of the Organization or detrimental to it. Any breach of this will be termed as criminal breach of Trust and shall be strictly dealt with.
- 10 During the period of employment you shall not become a director of any other company or a partner of a firm or proprietor of a business unit.
- 11 You shall not, during the period of your employment with the Company or at any time thereafter, divulge any information acquired by you as a consequence of your employment with the Company, relating to the Company's business operations and activities or business operations and activities of any of its associate companies or business operations and activities of any of its clients, to any other person.
- 12 You are required to sign a 'Non-Disclosure Agreement' with the Company at the time of joining the Company. This is to ensure that all the proprietary information, documents, literature, invention obtained/made during your tenure with the Company, will not be utilized by you at any point of time to undermine the interest of the Company.
- 13 In the event of your being deputed overseas/being considered for overseas training program, your service will be bound by the terms of the overseas deputation and training policies existing at that time.
- 14 You shall be governed by the conduct and disciplinary rules and regulations of the Company for the time being in force.
- 15 Your appointment is made on the basis of your having furnished to the Company information and documents in support of your age, academic qualifications, previous work experience, relieving letter from your last employer and other particulars on or before your day of joining. The Company shall conduct a background and reference check as per Company policy and this appointment is conditional upon receiving



positive feedback. If at any time it is found that you have furnished false information or withheld or suppressed any material fact or information, the Company shall be entitled to forthwith terminate your employment without notice.

- 16 If you are found guilty of any cyber-crime or accessing, downloading, transmitting printing or storing of any unauthorized information, or engaged in any unlawful acts under the Information Technology Act, 2008, you shall be required to indemnify **Datamatics Global Services Limited**, its shareholders, officers, directors, and other agents (other than you) from and against all claims, liabilities, damages, attorney's fees, court costs, and expenses which arise out the aforementioned actions. **Datamatics Global Services Limited** also holds the right to bring any action against you under the Information Technology Act, 2008 for such non-compliances or other application laws. The obligations under this clause shall survive the expiration or termination of your employment.
- 17 Employee Personal data means and generally includes employee's protected class information and medical records. It also includes information that employee expressly authorises to be kept confidential (hereinafter referred as "Personal Information"). Employer understands and agrees that such Personal Information disclosed to Employer by Employee, in whatever form, whether paper, electronic or otherwise, is confidential information. Employer covenants that such Personal Information gathered, used, or disclosed for the purpose of this Agreement or for any other purpose during the term of or related to this Agreement, will be regarded as confidential information, and shall only be provided to or shared with Employer's employees on need to know basis, and will not be disclosed to or discussed with third parties. However, Employer shall disclose such Personal Information of Employee to any authority if required by law
- 18 If at any time, in the opinion of the Company which shall be final and binding, you are found guilty of dishonesty, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission or of any conduct unbecoming of the status or the post you hold in the Company, or of any other conduct considered by the Company as detrimental to its interests or in violation of one or most terms and condition of your employment, the Company shall be entitled to forthwith terminate your employment.
- 19 Compensation revision will be governed by the Company Policy, as updated on Company Intranet "Pulse" from time to time.
- 20 You shall retire from the services of the Company on attaining the age of **60**. This will be determined on the basis of the date of birth as given at the time of joining the services of the Company.
- 21 By signing a copy of this letter, you confirm that you do not possess any proprietary documents or materials belonging to any of your previous employers
- 22 You confirm and declare that you have not indulged in unfair and/or unethical means in connection with your hiring with the Company, such as paying bribe and/or commission or agreeing to pay bribe and/or commission to any of the existing or former employee/s of the Company for your selection with the Company. You understand and acknowledge that if, at any time, you are found guilty of having adopted such unfair and/or unethical practices, the Company shall be entitled to forthwith terminate your employment without any liability to the Company.
- 23 The Company strive to provide each employee with a safe and healthy work environment. As an employee, you have a responsibility for maintaining a safe and healthy workplace and follow safety and healthy rules and practises. The Company will provide you with a copy of its health and safety rules and procedures separately and these rules along with other Company policies and rules shall form part of your contract of employment. The Company shall reserve the right to terminate the employment, if there are three or more instances of non-compliance
- 24 Your Employee Number is **160445**.



If you are agreeable to the above terms, please sign and return the duplicate copy of this letter indicating the date on which you will join duty.

Thanking you and looking forward to having you with us.

Yours truly,

For **Datamatics Global Services Ltd**

**Prashant Gautam**

**AVP- Corporate HR**

I agree and accept employment on terms and conditions mentioned in the above letter of appointment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ANNEXURE ' A '**

Employee Name	<b>Nirali Sanjeev Sharma</b>
Grade	<b>S01</b>
Designation	<b>Trainee</b>
Department	<b>DBA</b>
LOS	<b>DBA</b>

<b>CTC Components</b>		<b>Monthly (Rs)</b>	<b>Annually (Rs)</b>
A	Basic Pay	13,426	1,61,112
B	HRA	671	8,056
C	Personal Allowance	7,338	88,057
D	<b>Gross Salary (A+B+C)</b>	<b>21,435</b>	<b>2,57,225</b>
E	Bonus	1,119	13,426
F	Company's Contribution to PF	1,800	21,600
G	Company's Contribution to ESIC	-	-
H	Company's Contribution to Gratuity*	646	7,749
I	<b>Total (E+F+G+H)</b>	<b>3,565</b>	<b>42,775</b>
	<b>Cost to Company (D+I)</b>	<b>25,000</b>	<b>3,00,000</b>

\*Gratuity shall be paid in accordance to the Payment of Gratuity Act, 1972.

\*\*Bonus is payable annually as per Payment of Bonus Act 1965.

**Benefits:**

a) Insurance as per company policy.

I agree and accept employment and will report for duty on \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_