

Date: 18 May 2022

Name

: Mr. XXXXXXXX

Location

: Mumbai

Designation: XXXXXXX XXXXXX - XXXXXXX

FIXED TERM CONTRACT OF EMPLOYMENT

Dear XXXXXXX,

- 1) The term of your employment shall be valid for a period of 12 month, starting from "27 Jun 2022" till "26 Jun 2023" notwithstanding this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this Contract shall be co-terminus with the project/work.
- 2) You shall report to work on 27 Jun 2022 at our Client i.e. XXXXXXXX office at Mumbai.
 - 3) Details of your salary break up with components are as per the enclosure attached herewith.
 - 4) This contract shall be terminable by either party giving 30 days' notice in writing or salary in lieu of notice, to the other party.
 - 5) You will, with effect from **27 Jun 2022** be deputed by the Company to work at the client's office/ premises at any of their locations, either onsite or offshore.

In addition, to the terms of appointment mentioned above, you are also governed by the standard employment rules of the company, which are attached along with this letter. The combined rules and procedures as contained in this letter and the annexure will constitute the standard employment rules and you are required to read both of them in conjunction.

Here's wishing you the very best in your assignment with us and as a token of your understanding and accepting of the standard terms of employment, you are requested to sign the duplicate copy of this letter and return to us within a day.

With warm regards,

Yours truly,

For Vision India Services Pvt. Ltd.

Authorized Signatory

Enclosures: - (i) Compensation Sheet; (ii) Standard Terms of Employment

I have read & understood the contents of the letter completely. The same have been explained to me in my local language also. I hereby accept the above-mentioned terms and conditions.

	Cianatura	Datas	
Name:	Signature:	Date:	



STANDARD TERMS OF EMPLOYMENT

1. VALIDITY /TERM OF EMPLOYMENT:

- Notwithstanding anything above, depending upon the aforementioned project/work/deputation, the Company reserves its right to extend/renew 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/renew your temporary assignment on the terms as may be indicated in such letter and in the event of your acceptance of such extension/renewal of the assignment, you shall be governed by such terms and conditions as may be indicated therein.
- It is specifically understood by you that during your term of your employment, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise. This obligation shall be binding on you whether the said third party is engaged in similar business as the Company or otherwise.
- **2. <u>TERMINATION</u>**: At the time of termination of the employment either due to termination by either you or the Company or upon the lapse of the term of employment, if there are any dues owing from you to the Company, the same may be adjusted against any monies due to you by the Company on account of salary, bonus or any other payment owned to you under the terms of your employment.
- **3. DISCRETION:** During the period of this Contract, your services could be deputed at the sole discretion of the Company to any of the Company's clients to do work pertaining to or incidental to such Client's business. Such deputation will be communicated to you by way of a letter from the Company, and this will be effective from the date mentioned in such letter.
- **4. <u>DEPUTATION</u>**: During the tenure of the deputation, you will continue to be an employee of the Company and your compensation and applicable allowances shall be payable only by the Company. In this regard, you shall not be entitled to receive any payments, either as fees, expenses, reimbursement or such other allowance, directly from the Client to whose site you may be deputed.
- **5. RULES/POLICIES OF THE CLIENT:** In the day-to-day functioning or carrying out your responsibilities and duties, you will receive instructions from the Client and will undertake to abide by any suggestions, etc. given by any assigned person(s). You shall also abide by any training that may be offered to you by the Client. You shall also be bound to follow the working hours of the Client's organization.
- **6. NON-DISCLOSURE:** You shall take care not to disclose or divulge confidential information / trade secrets, etc. belonging either to the Company or to the Client, that you may come across in the course of your responsibilities either to the Company and/or to the Client or to anyone outside the Client's organization and you shall use such Confidential Information only in connection with the services provided by you to such Client. Further, you shall not utilize any Confidential Information acquired in consequence of your employment for your benefit or for the benefit of any third party other than the Company or its Client who has disclosed such Confidential Information or for whom you have created the Confidential Information.

I have read & understood the contents of the letter completely. The same have been explained to me in my local language also. I hereby accept the above-mentioned terms and conditions.

Employee Signature

Email: reachus@vispl.co.in, Web: www.vispl.co.in, Helpline No.: 8802003333



7. **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS:** You are employed by the Company on the express understanding that all services provided by you whether at the Company site(s) or on deputation, are being done on behalf of the Company or its clients. Consequently, any and all intellectual property rights (including but not limited to patents, copyrights, trademarks, etc.) arising therein, shall be owned exclusively by the Company or its clients to whom you may be providing the services on deputation. In this regard, is shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with the Company or its clients exclusively and solely either in favor of the Company or its clients and you shall do all such acts as may be necessary to ensure that the ownership of all such intellectual property rights vests solely with the Company or its clients, as the case may be.

8. LIABILITY:

- You shall at no point of time make any claim or assert any right to employment, damage, loss or compensation of any sort whatsoever against the Client. This arrangement of deputation is purely a contractual agreement between the Company and the Client for the time specified.
- Further, upon the lapse of your term of employment with the Company or earlier termination thereof, you shall have no right or claim against the Company for continued employment and in this regard, the Company does not guarantee or warrant any continued employment after the term of employment or earlier termination thereof.
- You shall not engage in any act subversive of discipline in the course of your duties for the Client either within the Client's organization or outside it, and if you were at any time found indulging in such act(s), the Company shall reserve the right to initiate disciplinary action as is deemed fit, against you.
- **9. INDEMNITY:** You shall be responsible for protecting any property of the Client entrusted to you in the due discharge of your duties and you shall indemnify the client if there is a loss of any kind to the said property.

10. DOCUMENTS REQUIRED FOR JOINING:

At the time of joining you are required to carry original & one set of photocopies of the following documents:

- a. Relieving letter from your last company. One set of photocopy
- b. Proof of Education One set of photocopy.
- c. 4 passport size colored photographs in white background
- d. One Postcard size colored Family photograph For those whose Gross Salary is less than Rs.21,000/-
- e. Photo ID Proof one set of photocopy.
- f. Address Proof one set of Photocopy.

All other terms and conditions of your employment remain unchanged.

We want you to understand that this is a rapidly growing company. It is a challenging environment that will require a lot of time and effort on your part. The Company is an evolving organization that can provide opportunities to individuals with talent that are committed to reaching our corporate goals. The Company provides a work environment that inspires creativity, outstanding client service, attention to detail and personal advancement. This is the kind of work environment that brings the best out in our employees and in turn brings the best in our Clients. We welcome your experience and skills to our team and expect your effort and talent to be a part of our growth and success.

I have read & understood the contents of the letter completely. The same have been explained to me in my local language also. I hereby accept the above-mentioned terms and conditions.

Employee Signature

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