KELLY®

AGREEMENT OF CONTRACTUAL EMPLOYMENT

This Agreement of Contractual Employment (hereinafter referred to as "**Agreement**") is made on 20/08/2019

BETWEEN

Kelly Services India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Sri Ram Samanthu Chambers, No. 3287, 12th Main HAL 2nd Stage, Indira Nagar, Bangalore– 560 038 (Karnataka) and its corporate office at Unit N0. 601, 602 , 603, 6th Floor, Tower–C, Unitech Cyber Park, Sector– 39, Gurgaon– 122 002 (Haryana) hereinafter referred to as "**Kelly**" which expression shall, unless the context admits otherwise, include its successors, permitted assigns and representatives of the **ONE PART**

AND

Mr./ Ms. Shoukath Ali C, Son/ Daughter/ Wife of Mr. Abdul Samad having permanent address at 28/31 Madha Church St,Royapuram,,,(hereinafter referred to as "**Employee**") of the **OTHER PART**

Kelly and the Employee are collectively referred to as "Parties" and individually as "Party".

AND WHEREAS the Employee accepting this offer of contractual/ non-permanent recruitment has agreed to join Kelly on a fixed-term employment basis and further agrees to be deployed with one of Kelly's customers (hereinafter referred to as "**Client**" details of which are provided under Annexure I) on the mutually agreed terms and conditions of this Agreement appearing herein below.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE TO AS FOLLOWS:

1. TERMS AND CONDITIONS

(a) The Employee shall be paid his salary on the date specified in the Annexure-I of this Agreement. Kelly shall not be responsible for any delays in payment of salary to the Employee caused by his or her late submission of attendance.

(b) The Employee understands that it can deployed or instructed at any time to be transferred anywhere in India at any office/ premises of Kelly and/or its concerned Client or at any office of the affiliate/associate member/ customer of the Client. The Employee further understands that failure by the Employee to accept and comply with any such transfer instruction/ request shall be sufficient grounds for termination of employment of the Employee by Kelly.

(c) The Employee shall be governed by the rules and regulations regarding public holidays, timings, reporting structures, working hours, leave entitlement, discipline, security requirements, work ethics, targets etc. of the concerned Client and the location of such Kelly Client (details of which are provided in Annexure-I) where the Employee is deputed.

(d) The Employee shall not claim amount more than total salary including benefits, if any, other than those mentioned here in this Agreement, unless revised, payable and communicated in writing to the Employee. The Employee understands that other than the amounts mentioned under Annexure-I it is not entitled to any other compensation or make any claims for any other amounts.

(e) The Employee agrees in writing to protect the confidentiality of the proprietary and/ or confidential information of both Kelly and of the Client.

(f) The Employee shall execute any undertaking/ agreement provided by Kelly that the Client may request of him/ her with regard to the maintenance of confidentiality of the intellectual property developed by the Employee or any work done by the Employee under the instructions of the Client during its deployment.

(g) Due to the nature of this Agreement of contractual employment, the Employee understands that it shall in no event (i) seek permanency of employment with Kelly or the Client and/ or (ii) make any employment claims against the Kelly or the Client. In the event the Employee makes any such claims than the same shall be sufficient grounds for immediate termination of employment of the Employee by Kelly in addition to the

other rights of Kelly available at law.

(h) The Employees acknowledges that they have no right to participate in Client's employee benefit plans (unless if specifically requested or permitted by the Client which shall be informed to the Employee by Kelly).

(i) The Employee understands that it shall be solely liable for any death, injury, loss or damage caused to the Client (including any damage or destruction by Employee to electronic devices, assets or property provided to the Employee by Kelly or the Client for the purpose of enabling the Employee for fulfilment of his/ her duties) due to the Employee's acts or omissions during its deployment and at no event shall Kelly be liable for the same. Additionally, the Employee agrees to indemnify Kelly and keep Kelly indemnified and absolved from any liability, loss, damage, death or injury resulting from such conduct, acts or omissions of the Employee.

(j) The Employee shall comply with all the rules and policies of the Client which are informed or made available to the Employee.

(k) For the issuance of any notice or communication of whatsoever kind, the Employee will be informed by email to personal email address/hand delivery/ courier/ registered post/ speed post or ordinary post at the address mentioned in the recitals of the Agreement & in Annexure-I. In case of any change in the Employee's address or surname after marriage or any other change, the Employee will inform the concerned officials of Kelly in writing to this effect within one (1) week of such change and get new address recorded in the Employee's personal record.

(l) The Employee understands & agrees that this Agreement and the offer of employment by Kelly to Employee is based on the foundation of the declaration provided by Employees in respect of the information/ details provided by Employee to Kelly in his/her c.v./ resume which is taken and believed by Kelly to be accurate as correct especially the information pertaining to age, educational qualifications, work experience, marital status & previous employment.

(m) If relieving letter of previous employer of the Employee is not provided/submitted to Kelly at the time of entering into this Agreement and/ or joining by Employee, then the Employee understands this Agreement (including the employment offer and acceptance) is subject to production of relieving letter within the time period granted by Kelly on the expiry of which this Agreement shall stand terminated by immediate written notice.

Further at the sole option of Kelly the Employee shall be liable to make good all losses, expenses, damages caused to Kelly on account of such failure to procure the relieving letter.

(n) In the event of any discovery/ information (by means of background check/ verification or otherwise) is made available or known to Kelly with reference to any fraud, incorrect particulars/ statements, misinformation or suppression of any detail/ material fact on any account leading to the mistaken offer of contractual employment having been made/ acted upon by Kelly, then this Agreement shall stand automatically terminated with/ without any reference/ notice to the Employee with retrospective effect from the date of offer and the Employee shall be liable to make good all losses, expenses, damages caused to Kelly on account of such acts or omissions as mentioned herein.

(o) The terms of this Agreement and appointment of Employee shall be governed by the laws of India (including the Contract Labour Regulation & Abolition Act, 1970 & Rules 1971) and shall be co-terminus with terms of the Service Contract between Kelly and its Client where the Employee shall be deployed in accordance with the terms of this Agreement. Accordingly, the tenure of the employment of the Employee depends on the validity of such Service Contract between Kelly and the Client. The Employee understands that in accordance with the laws of India its employment can be terminated before the expiry of this Agreement (i.e. before the end date as mentioned in Annexure-I) in case the services of the Employee are no more required by the Client.

2. DUTIES

The duties and responsibilities of the Employee may be changed or altered at any time by Kelly at its sole discretion and the Employee agrees to abide by such altered or new duties and responsibilities. The Employee shall be duly informed of these changes by Kelly. The Employee shall be committed to the work and meet the expectation of Kelly and its Client. The Employee shall maintain high level of integrity, acumen and discipline in the work assigned to him/her by the Client. Under/ below-par performance shall invite necessary action against the Employee (including but not limited to issuance of warning letters/ notices or termination in repeated cases of under/ below-par performance). Every Employee shall maintain a daily diary and/or record of his/ her work for inspection. Employee shall provide all information (personal or otherwise) as may be required by Kelly.

3. PERFORMANCE AND APPRAISALS

The Employee shall endeavor to perform his or her duties efficiently and to the best of his or her ability. The appraisal/increment of the Employee depends on his/her performance and on other miscellaneous factors. The Employee may be called upon to undergo any training to upgrade himself/ herself to meet the requirements of the Client and failure to undergo/ complete such training or fulfill the requirements of such training may render the Employee unfit for continuation of its employment with Kelly.

4. TERMINATION OF EMPLOYMENT

(a) Kelly reserves the right to terminate the contractual employment of the Employee and this Agreement at any time by giving thirty (30) days' notice to the Employee or payment of salary/ wages amount in lieu of such notice period.

(b) In the event that the Employee decides to terminate his or her contractual employment under this Agreement with Kelly, the Employee shall be required to give notice of 30 days in writing or payment of salary/ wages amount in lieu of such notice period.

(c) It is provided that the notice period or the payment in lieu of such notice as mentioned in 4 (a) & (b) above shall be subject to and in accordance with the laws of India (including any state specific laws) and hence may accordingly differ.

(d) Subject to the laws of India (including any state specific laws), Kelly reserves its right to terminate this Agreement immediately without notice or without payment in lieu of notice in cases of (including but not limited to) neglect of duty, misconduct, drinking alcohol on duty, coming to office in a state of intoxication or under the influence of alcohol/ drugs/ recreational substances, drinking alcohol in office premises after duty, act of fraud, conduct not beneficial to the interests of Kelly or the Client, absent or absconding from work or extension of leaves without approval/justifiable reasons, a breach of the terms and conditions of this Agreement, a breach of the rules/ regulations/ code of conduct, commission of any offence punishable under Indian Penal Code or any other law applicable in India.

(e) **Deemed resignation:** In case the Employee is absent from work for more than three (3) continuous working days without prior approval or justifiable reasons, the Employee shall be deemed to be absconding from duty and/ or have resigned from its

contractual employment with Kelly. Accordingly, the Employee shall be deemed to be relieved automatically if no dues are outstanding against Kelly.

5. EXTENSION OF AGREEMENT

The Employee shall remain on contractual employment period as mentioned in Annexure-I. Prior to the employment end date (as mentioned in Annexure–I), Kelly may extend or renew the Agreement or confirm the employment of the Employee in writing subject to the conditions prescribed by Kelly and basis the inputs Kelly receives from the Client where the Employee is deployed. Incase no such written notification is provided by Kelly to the Employee prior to the Employee employment end date (as mentioned in Annexure-I) then the Employee understands that the same would mean and be deemed to imply that both the contractual employment of the Employee with Kelly and this Agreement have expired and not been extended or renewed beyond such employment end date (as mentioned in Annexure-I).

6. GRATUITY

Employees who work for five (5) or more than five (5) years are eligible for gratuity under the provisions of the Payment and Gratuity Act, 1972. For the purpose of calculation of gratuity, Kelly shall consider the date of deployment of the Employee with the Client. The gratuity amount will be paid only if Client approves and pays the same amount to Kelly. The Employee agrees that it cannot seek to club any past employment rendered through or with Kelly along with this Agreement.

7. CONFIDENTIALITY

(a) The Employee must keep confidential all trade secrets and information which comes to his or her attention in circumstances where he or she know or ought to know that the information is to be treated as confidential.

(b) Confidential information includes:

(i) Technical information, plans and product specifications;
(ii) Employee records;
(iii) Business plans and forecasts;
(iv) Financial records, reports, accounts and proposals;
(v) Client’s intellectual property;

(vi) Quotations and tenders submitted or prepared for submission to Client and potential clients;
(vii) Clients lists, names of Client contacts and terms of trade with Client;
(viii) Information on Client's suppliers or the Client customers or data Client would consider commercially valuable and/or secret;
(ix) Telephone lists, policy documents, training documents, quality documents and any other internally used information regarding the operations of the Client.
(x) Employee's salary details and this Agreement terms.

(c) The Employee must not remove information or copies of information from the Client's premises except where the Employee's employment specifically requires the same and/ or where the Client has given written consent to Kelly. The obligation of confidentiality exists both during the employment and after the employment ceases. Any breach of confidentiality shall be regarded as a serious misconduct for which the Employee may be dismissed or terminated forthwith without any notice or payment in lieu of notice. On the termination of the Agreement, all papers, records and documents in the Employee's possession shall be returned to the Client; and any other Information, documentation, record, photographs, designs, processes, systems, maps and installations which are deemed confidential by virtue of operations/ exclusive usage by Kelly and leakage of the same to any unauthorized person, company, firm, organization etc. is detrimental to the interest of Kelly.

(d) The Employee shall be duty bound to return all the property, data, information, record of the Kelly and Client (confidential/ otherwise) while leaving/ ending employment and non-return of the same will amount of breach of confidentiality and render the Employee liable for legal action except for any saving available under the laws of India.

8. CONFLICT OF INTEREST

(a) The Employee shall not, during the validity of this Agreement (except with the knowledge and written consent of both the Client and Kelly) engage themselves whether for reward or not, in any activity which may constitute a conflict of interest with the business of the Client. Conflict of interest will include any instances of the Employee while being under the contractual employment of Kelly also getting into any separate/ independent arrangement with any third party (either by making use of employment with Kelly, deployment & work duties with Client or otherwise) and drawing amounts of profit from such third party or holding an office of profit (i.e. dual employment) with such third party.

(b) The Employee shall not solicit or explore employment with the Client and/or any other organization/ third-party during the Agreement period as mentioned in Annexure-I (including extended period, if any) and if found doing so, the same would constitute conflict of interest and render the Employee liable for legal action which may be termination and includes recovery for the loss and damages caused to Kelly or Client.

(c) In case the Employee is found indulged in any conduct, behavior and activity (as mentioned in this clause or anywhere else in the Agreement or otherwise) either in a group or individually which is deemed to be against the interests of the Client and/ or Kelly or which violates the terms of this Agreement, then the same would constitute conflict of interest and render the Employee liable for legal action including termination of employment without notice or without payment in lieu of notice. Additionally, Kelly and/ or the Client is also entitled to recover the loss or damages caused to Kelly or the Client by such conduct/ actions of the Employee.

9. MODIFICATIONS TO THE AGREEMENT

Kelly shall be at liberty to modify or alter this Agreement in whole or in part, if considered necessary. Employee shall be bound by the modified terms of the Agreement. Employee shall indemnify Kelly upto the extent of actual damages caused to Kelly by and in cases of actions or omissions by Employee, poor performance, neglect of duty, misconduct, drinking alcohol on duty, coming to office in a state of drunkard, drinking in office premises after duty, conduct not beneficial to the interests of Kelly or the Client, absent from work or extension of leaves without approval/justifiable reasons, a breach of the terms and conditions of this Agreement, a breach of the rules, regulations, business and operational procedures of the Client, commission of any offence punishable under Indian Penal Code or any other law applicable in India.

10. GOVERNING LAW & ASSENT TO ARBITRATION

(a) This Agreement shall at all times be governed by the laws of India (including state specific laws or rules) and all disputes shall be subject to jurisdiction of the courts in New Delhi, India.

(b) In case of any dispute regarding interpretation of the terms of this Agreement whether during or after the period of this Agreement, Kelly upon receiving the point(s) of dispute shall upon being satisfied upon the existence of the same refer the same to an arbitrator who will be independent person and who upon his assuming charge after appointment,

call both parties involved, to enquire, to investigate, hold appropriate proceedings and give his findings by way of an award as per the provisions of Arbitration and Conciliation Act. 1996 and amendments made thereafter. The award of the arbitrator shall be final and binding.

11. CODE OF CONDUCT

While rendering services under this Agreement, Employee shall ensure to conform to the highest level of professional standards and business ethics and shall abide by all the policies, processes, procedures, norms, rules and regulation of Kelly or its Client. Indulgence in a behavior/conduct which may be prejudicial to the interests of Kelly or its Client may warrant strict disciplinary action including but not limited to termination of Employment in accordance with clause 4 above.

12. ADHERENCE TO IT POLICY

The Employee shall be responsible to follow the laid down IT policy of Kelly and/ or its Client. The Employee will exercise due diligence and follow the correct laid down operating procedure while using all the hardware including Employee desktop/ laptop, printer, scanner, calculator, fax, EPBAX, photo copier and any other electronic or non-electronic equipment provided to Employee. The Employee will use the allotted official Email ID for official purpose and official communication only and shall never transmit/communicate any text, message or communication in any form which may be classified as derogatory, defamatory, leading to harassment or sexual abuse to the Employee colleagues, sub-ordinates, seniors or any person having business interest in Kelly or the Client or otherwise. The Employee shall also be responsible for the safety and security of the data including but not limited to various software installed/copied in the Employee allotted desktop/laptop or other electronic device for the period while such data/ hardware/ software is in Employee possession. The Employee shall return all the allotted data/ hardware/ software and other peripherals as the case maybe to the Employee’s supervisor, reporting manager immediately upon cessation of the Employee’s employment with Kelly and/ or upon end of deployment/ assignment with the Client. In case of any breach of this Agreement and/ or breach of this clause in particular, Kelly shall have exclusive right to withhold Employee’s full & final settlement and issuance of relieving letter without prejudice to other rights and remedies available to them under and subject to the laws of India in force for the time being. The Employee shall also keep Kelly and its Client indemnified against any loss or damage which they may incur due to any act of the Employee misconduct or mishandling of the said

hardware and or peripherals during the term of this Agreement.

13. SEVERABILITY

In case any of the provisions of this Agreement become unenforceable, the remaining provisions of this Agreement shall continue to apply and the provisions which became unenforceable may be amended or modified to make them enforceable.

14. WAIVER

Any waiver by Kelly of a breach by the Employee of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach by the Employee and no delay on the part of Kelly to act upon a breach shall be deemed a waiver of that breach.

15. DISCLAIMER

(a) In case of any discrepancy with the salary amounts and other details as mentioned in Annexure-I or in case of any discrepancy with the terms of this Agreement, the Employee shall immediately bring it to the knowledge of Kelly. In case of no communication is received by Kelly from Employee in this regard, the Employee shall be deemed to have accepted the same.
(b) The Employee is aware and agrees that Kelly and any of its valid & confirmed affiliated hiring agencies (as confirmed in writing by Kelly) do not charge any fee nor do they accept money from candidates (including the Employee) for the purpose of recruitment. In case the Employee responds to any such solicitation or instructions, he/she shall do so solely at his/her own risk.

16. ACCEPTANCE OF THE ABOVE TERMS & ENTIRE AGREEMENT

The above terms and conditions (and those present in Annexure-I) are accepted by the parties entering into this Agreement and shall be binding on them unless modified or altered in writing or by operation of any law and not otherwise. This Agreement (including Annexure-I) constitutes & governs entire understanding between Kelly and the Employee to the exclusion of all other written or verbal representations, statements, understandings, negotiations or proposals and shall apply to contractual employment relationship between the parties unless anything to the contrary is mutually agreed in writing.

IN WITNESS WHEREOF, the parties hereby sign & execute this Agreement on the day, month and year mentioned above

For & on behalf of Kelly Services India Private Limited



(Authorized Signatory)

I CONFIRM THAT I HAVE CAREFULLY READ THROUGH AND UNDERSTOOD ALL THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND I UNDERTAKE TO ABIDE BY THE SAID TERMS AND CONDITIONS.

Accepted by

(Signature of Employee)

Name: Shoukath Ali C

Date:

KELLY®

ANNEXURE – I

I. Employee details & salary breakup

(a) Employee Name: Shoukath Ali C

(b) Employee Address : 28/31 Madha Church St,Royapuram,,,

(c) Employee's Kelly ID Number : 00223108

(d) Employee's date of birth : 08/09/1984

(e) Employees contact details

Phone number : 9884774690 | Email : shaukathict@gmail.com

(f) Salary/ Wages breakup and allowance details :

Particulars	Annual Amount in INR	Monthly Amount in INR
Earnings:		
Basic Salary	192000	16000
House Rent Allowance	96000	8000
Conveyance Allowance	19200	1600
Medical Allowance	15000	1250
Statutory Bonus	22800	1900
Other Fixed Allowance	30108	2509
Gross Earning:	**375108**	**31259**
Deductions:		
Insurance Deduction	2772	231
Provident Fund	23040	1920
Labour Welfare Fund	10	1
Professional Tax	630	52
Gross Deduction:	**29602**	**2467**
Others:		
Company Contribution PF	23040	1920
Company Contribution Labour Welfare Fund	20	2
Gross Other:	**23060**	**1922**
Net Pay:	**345506**	**28792**
PF Admin Charge (0.50%)	960	80
EDLI Charge (0.5%)	900	75
EDLI Admin Charge (0%)	0	0
Total CTC:	**400028**	**33336**

II. Client and deployment details

(a) Full name of Client : Wipro GE Healthcare Private Limited

(b) Designation of Employee for contractual deployment with Client : -

(c) Premises/ location address of the Client where Employee will be deployed (subject to change post written intimation) : 11241_Chennai

(d) Period of Agreement & contractual employment: From 20/08/2019 (employment start date) to 19/08/2020 (employment end date) .

III. Miscellaneous

(a) Kelly will make a PF/ ESI and other statutory contributions as per the applicable laws of India.

(b) Payment date of salary: Latest by the 7thday of the month immediately succeeding the month for which salary is being paid.

(c) Leave Entitlement: As per applicable laws of India and/ or the Client leave policy.