

Ms. Sherly Francis

A-404 ,Prathamesh Complex ,
Motilal Nagar 2,
Goregaon West
Mumbai- 400104

Letter of Appointment

Dear Sherly,

With reference to the interviews you have had with us in the recent past, we are pleased to make you an Offer of Employment in our Company. Your Grade will be Grade I and you will be designated as **Senior Customer Service Executive**. You are required to report to the Company's Office at **Teleperformance Towers, 1406 - A/28, Mindspace, Malad (West), Mumbai, Maharashtra, 400090, India, on July,27,2020.**

Your employment will be as per the following terms and conditions:

1. Your remuneration is detailed in the enclosed Annexure I. All tax liabilities arising out of your entire compensation package, present or future, shall be borne by you.
2. Your duties and responsibilities will be as assigned by your immediate manager or other superior officer of the Company and the same will also include the jobs assigned by the Management from time to time.
3. The Company's business operates on a 24x7 basis and you may therefore be required to work in shifts including periodic night shifts. Work exigencies and your profile may require you to extend your work-timings in accordance with the Working Hour & Attendance Policy. By accepting and signing this letter you affirm your willingness to abide by this requirement.
4. While your initial place of posting will be at Company's office at **Teleperformance Towers, 1406 - A/28, Mindspace, Malad (West), Mumbai, Maharashtra, 400090, India**, you are liable to be transferred to any department/office anywhere in India/overseas, or a company/entity formed by the promoters or transferred/assigned responsibility in any associate company or be recalled to your original location. Accordingly, your working hours/shift timings could be changed periodically depending on the work / process requirements. All such transfers shall be governed by the Transfer Policy of the company. In the event of you being deputed overseas for training and operations you will be require to and shall sign all required documentation as per the rules, regulation and policies of the Company.
5. Your appointment will be on probation for a period of six months from the date of your joining the Company or for an extended period of time ("Probation Period") if found necessary. Your employment with the Company will be confirmed on the expiry of your Probation Period unless you are specifically advised otherwise in writing.
6. Your appointment shall continue, during your Probation Period or thereafter upon confirmation, unless your employment is terminated by the Company, by providing not less than **Thirty Days** prior written notice. In the event you decide to leave the employment of the Company, you will be required to provide **Thirty Days'** prior written notice to the Company, and the Company may at its sole discretion relieve you of your duties anytime during the notice period. You will be paid salary up to the last working day.

The Company at its discretion, during probation or on confirmation of your services thereof, without assigning any reason, can terminate your employment on payment in lieu of Notice Period. Such payment will be calculated pro rate on the basis of your current Gross Fixed salary (subject to tax).

In case of violation of any policies, procedures or rules of the Company or any other act of misconduct including but not limited to improper behavior, theft or fraud, your services are liable to be terminated without Notice Period or without payment in lieu of Notice Period.

7. You agree that this employment is conditional upon you successfully clearing the training as required. In the event of your in-ability to clear the training, the Company may relieve you of your duties with immediate effect without Notice Period or without payment in lieu of Notice Period.
8. You are employed as a permanent employee of the Company and are therefore not permitted to undertake any other employment or engage in any commercial activities, outside the Company, either honorary or otherwise, without prior written approval of the Company.
9. You are required to maintain the highest order of discipline and secrecy about the work of the Company and/or its subsidiaries or associate companies and in case of any breach of trust/discipline, your services may be discontinued by the Company with immediate effect without notice period or without payment in lieu of notice period

You are required to always maintain the highest standard of confidentiality towards Company information which includes but not limited to documents, files, records, customer details, project plans, strategies, developments, execution process, contracts, billing information quality metrics, financial information about the Company etc. relating to business of the Company, which is proprietary to the Company and/or its clients and other information relating to the business of the Company which may be known, provided or confided to you ("Confidential Information"). You will not divulge or use such Confidential Information other than to fulfill your duties as an employee of the Company and while ensuring the best interests of the Company. Under no circumstances will you disseminate information regarding the affairs or business matters of the company or information regarding its customers without proper authorization and/or prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be Confidential Information. Upon ceasing to be an employee of the Company, you shall immediately return any records, documents and other information of the Company which are in your possession and shall not retain or transmit any copies (electronic or otherwise) of the same. You will be required to sign a separate confidentiality agreement along with this letter and may be required to sign further confidentiality agreements as may be required by the Company. The Company acknowledges that individual marketing packages, Web sites, and other communications that have been developed for a client and have been placed in the "public domain", once distributed to the public may be no longer subject to client confidentiality provisions.

10. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all the Company's current rules, regulations, policies and procedures, including Global Essential Compliance & Security Policies as may be in force from time to time and as may be notified and displayed. You will be bound by the existing and new security rules, regulations and policies of the Company, including physical frisking (pat down) process wherein, a search would be conducted of outer clothing to detect any concealed prohibited articles. All policies mentioned in this letter, as well as others, are available on the Company intranet and may be changed / modified, at the Company's discretion. You are required to keep yourself updated with the Company's policies.
11. The Company shall have the right to vary, delete, and modify these terms and conditions of employment
12. You will automatically retire from the services of the Company on the last day of the calendar month in which you attain the age of Fifty-Eight years. Your date of birth as per official records is March,11,2001.
13. You are required to make a full and complete disclosure of any issues in past employment records, any relationships or dealings you have or propose to have / enter into directly or through any of your relatives or family members, with any of the Company's agent, dealers, vendors, suppliers, subcontractors or the like by whatever name called.
14. This appointment is subject to satisfactory verification of your credentials, character, antecedents and testimonials as provided in your application to the Company and your curriculum vitae. All cost incurred for such verification will be borne by the Company. If it is found at any time that you have made any false statements or suppressed any material information, it shall lead to immediate discontinuation of your employment with the Company without any notice or compensation.

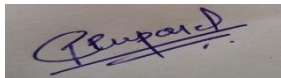
15. You agree to undergo a drug test or any other medical / fitness test including breath analyzer, as asked for and at such a place and location as advised by the Company during the course of your employment. In the event you become unfit for performance of your assigned duties; you shall be liable to be discharged from the services without any notice.
16. You hereby consent to share your payroll and employment related data for processing and review outside of the country, subject to adherence to applicable law
17. Your address as provided by you in the employment forms shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have been sufficiently served upon you.
18. You are required to return the duplicate copy of this letter and report to work on or before the date specified above. In the event you do not do so, it shall be deemed that you are not interested in this offer / appointment and this letter shall stand automatically withdrawn with effect from the Joining Date.

If the above terms and conditions are acceptable to you, please sign on each page and return the duplicate copy of this letter as a token of your acceptance of this Letter of Employment.

Welcome to Teleperformance Global Services Private Limited and here's wishing you a rewarding career.

Yours Truly,

For Teleperformance Global Services Private Limited



Prashant Ruparel
Director - Recruitment

I, **Sherly Francis**, residing at **A-404 ,Prathamesh Complex ,,Motilal Nagar 2,,Goregaon West,Mumbai,400104** do hereby accept the terms and conditions in this letter.

Sherly Francis

Date:

Place:

Enclosures:

1. Salary Annexure (Annexure I)
2. Declaration and Undertaking regarding non-disclosure (Annexure II)
3. Declaration (Annexure III)
4. Declaration and Undertaking regarding change of circumstances (Annexure IV)

NOTE:For purposes of brevity and ease of reading, the term "the Company" or the term "Teleperformance" (wherever it appears in this letter) means Teleperformance.

ANNEXURE I

Name : **Sherly Francis**

Grade : **Grade I**

Designation : **Senior Customer Service Executive**

Date of Joining : **July,27,2020**

Salary Heads	Amount
Basic	13076
House Rent Allowance	7846
Transport Allowance	0
Flexible Benefit Plan	0
Advance Statutory Bonus	2438
Gross Per Month	23360
Provident Fund	1569
Gratuity	629
Insurance	350
ESIC	0
Monthly Cost To Company (CTC)	25908
Gross Annual Fixed CTC (Fixed CTC)	310896
Performance Incentive	18000

(#) Incentives are payable based on performance Incentives Policy as applicable to the Process.

Notes:

- The above compensation will be subject to Income Tax as per the regulations in force from time to time.
- Gratuity is payable as per the payment of Gratuity Act.

ANNEXURE II

DECLARATION AND UNDERTAKING REGARDING NON-DISCLOSURE

I, **Sherly Francis** residing at **A-404 ,Prathamesh Complex ,,Motilal Nagar 2,,Goregaon West,Mumbai,400104**,and working as **Senior Customer Service Executive**, do hereby solemnly state, undertake and declare that:

1. I will faithfully, truly and to the best of my skills and ability, execute and perform the duties required of me as an employee of Teleperformance Global Services Private Limited, a Company having its registered office at Teleperformance House, Plot CST No. 1406-A/28 Mindspace, Malad (West), Mumbai- 400090, Maharashtra, India
2. that I shall comply with all Teleperformance policies.
3. I will maintain the highest standard of confidentiality towards Confidential Information, by not, directly or indirectly, making known, or permitting such Confidential Information to be disclosed or made known to any person or entity, either inside or outside the Company. I acknowledge that such information is valuable, sensitive and a unique asset of the Company and/or of the Company's clients. I shall faithfully and diligently hold such Confidential Information from being disclosed to unauthorized persons, which may include, but are not limited to, employees of the Company that do not need to know the Confidential Information, persons not employed by the Company, persons that are not bound by a written confidentiality agreement with the Company, with regard to the specific Confidential Information, persons not directly aware of the proprietary and trade secret nature of the Confidential Information.
4. All documents, files, records, project plans, software tools as well as methods and techniques of doing business, including patents, trade secrets and other proprietary rights associated therewith, Strategies, Customer details and items of information or equipment relating to Company's business are and shall remain the property of the Company, including notes, documents, and files created in the performance of my duties of employment. I shall not under any circumstances remove such property from the Company premises without prior written consent. I further agree that all information relating to existing customers and potential customers of the Products, whether recorded in Company's database or otherwise is confidential to the company and that any ownership in respect thereof resides in the company and that it cannot be used by employee for any purpose not specifically referred to in this employment.
5. I understand and acknowledge that as set forth under the Login Provisioning and De-provisioning Policy (GECSP 11), my employee ID and password used to access Company or its Clients' systems are personal and confidential, are Proprietary Information, and shall not be disclosed except if expressly requested by my manager. Non-compliance with this Policy may lead to disciplinary sanctions up to and including termination, consistent with applicable law.
6. Notwithstanding the separation of my employment with the company for any reason whatsoever I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the Confidential Information and affairs of Teleperformance
7. I will immediately report to the Company, any violation or breach of the commitments made in this declaration, whether the breach or violation is intentional or inadvertent and I agree that:
 - (i) In the event of a breach or threatened breach of the provisions of this declaration, the Company shall be entitled to an injunction restraining from using or disclosing, in whole or in part, such Confidential Information, or from rendering any services, to any person, firm, corporation, association or other entity to whom any such information has been disclosed or is threatened to be disclosed, which injunction shall be available without the posting of any bond or other security and the issuance of which is hereby consented to by Employee,
 - (ii) Any such breach would cause injury to the Company, and
 - (iii) The remedies provided for in this Section shall be cumulative to and not exclusive of any and all other remedies which may be available, either at law or in equity.

8. The rights to any invention, discovery or creation of any system or method related to the Company's operations and arising out of any work done in the course of my employment will automatically vest with the Company. In this connection, the Company may obtain patent rights in its name (or jointly with others) based on the fact of my invention, discovery, improvement or other creative effort. I acknowledge that I will not be liable for any compensation for such invention, discovery, improvement or other creative effort made by me, and that any reward that the Company may, in its sole discretion, bestow on me will not be deemed to confer any rights towards that invention, discovery or improvement in system or method. I further acknowledge that I may be required to execute further documentation in connection with such inventions, discoveries, improvements or other creative efforts and will execute the same without delay.
9. In the event of my leaving services of the Company, for any reason, during the 12-month period from the separation date, I shall not directly or indirectly either on my own account or otherwise:
 - i. engage or attempt to engage in providing services to any customer or prospective customer where such services or products are competitive with the services offered by the Company or any affiliate to the Customer
 - ii. canvass solicit or endeavor to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during my employment, were or are clients or customers of the Company, or were in the habit of dealing with the Company;
 - iii. solicit, interfere with, or endeavor to entice away any employee of the Company; or
 - iv. counsel, or otherwise assist any person to do any of the acts referred to in para (i) (ii) & (III) of this clause.
10. I shall not offer, promise, give, accept, condone, approve or knowingly benefit from an improper business gratuity, a bribe, 'kickback' or other improper advantage, benefit or reward, or otherwise apply inappropriate influence.
11. I shall not make a 'facilitation payment'. Facilitation payment refers to the practice of paying a small sum of money to (usually) an official as a way of ensuring that they perform their duty.
12. None of my relatives are employed or associated with the Company or any of its affiliate companies or its customers / clients / suppliers in any form; and I undertake that I shall immediately notify the Company in case-
 - (a) any person who is so employed / associated becomes a relative, and/or
 - (b) a relative, in future, is so employed / associated with the Company.

I understand and acknowledge that:

1. the restraints contained herein are reasonable in all the circumstances of employment and agree that they are necessary for the protection and maintenance of the Company and its business.
2. my services can be suspended pending disciplinary action / enquiry / investigation as per Company policy and I shall abide by decision of investigation / enquiry Committee constituted for such purposes.
3. the Company shall be entitled to seek an order for specific performance or injunctive relief or other equitable relief in case I fail to observe or breach any of the restraints herein.

I shall indemnify and keep indemnified the company for any loss, damages or injury suffered by the company for any breach of above conditions or any other clause or term of employment.

I understand and acknowledge that my failure to comply with this declaration and undertaking may lead to disciplinary sanctions which may include termination, as well as civil liability and/or criminal prosecution under applicable laws.

Executed this _____ day of _____, 2020

Employee Signature:	
Employee Name:	Sherly Francis

ANNEXURE III

DECLARATION

Article I.

I hereby certify that all statements made on the Employment Application form, my curriculum vitae or during my interviews with the Company are true and complete. I understand that any omission or misrepresentation of any fact may result in refusal of employment or immediate dismissal.

I further understand that I shall be bound by the existing and new rules, regulations and policies of the Company including those related to Frisking (Pat Down) process wherein, a search would be conducted of outer clothing to detect any unauthorized / prohibited articles

I confirm that I have voluntarily furnished my personal information to the Company and the Company shall be free to use such information and all other information that I may provide at any time hereinafter. The Company may share such information in connection with my employment and other related matters, as deemed fit and necessary by the Company.

I recognize that in connection with employment with Teleperformance, I may be the subject of a background enquiry and drug test by the company or its representative, and I hereby authorize the same. I also authorize the Company to take action including penal action against me in case any fact is found contrary to what has been stated by me in the application form mentioned herein above.

I do hereby declare that I will immediately report to my line manager or HR team in case of "Change to Circumstances", within 48 hours of me becoming aware of such "Change to Circumstances" which may arise due to the following:

- a) I am found guilty of a criminal offence / is under police caution or investigation;
- b) There is a change in my legal right to work / work status; and
- c) There are any adverse credit judgments against me.
- d) change in personal status like name change /marital status/permanent or current address change etc.

Executed this _____ day of _____, 2_____

Emp Temp Code:	1100094388
Employee Signature:	
Employee Name:	Sherly Francis

ANNEXURE IV

DECLARATION AND UNDERTAKING REGARDING CHANGE TO CIRCUMSTANCES

I, _____, residing at _____ and

Presently working as _____ do hereby declare and state as follows:

1. I do hereby declare that I understand that “**Change to Circumstances**” is a situation that may arise during my employment with Teleperformance Global Services Private Limited, a company registered under the Companies Act. 1956 and having its office at Teleperformance House, Mindspace, Malad (West), Mumbai - 400 090, India (“Teleperformance”)
2. I declare that “Change to Circumstances” may arise due to the following:
 - a) I am found guilty of a criminal offence / is under police caution or investigation;
 - b) There is a change in my legal right to work / work status; and
 - c) There are any adverse credit judgments against me.
3. I will immediately report to my line manager or HR team in case of “Change to Circumstances”, within 48 hours of me becoming aware of such “Change to Circumstances”.
4. I understand that my failure to comply with the declaration and undertaking will result in disciplinary action, which may include termination of employment with Teleperformance.

Executed this _____ day of _____, 2020

Employee Signature: _____

Employee Name: _____