

Dec 1, 2021

Ref No: Appt/2021-001692

Mr. Kunal Sunil Veling Gurugram

Subject: Appointment Letter

Dear Kunal,

With reference to your interview and the subsequent discussions you had with us, we are pleased to appoint you as **Associate Engineer w**ith **MARELLI (INDIA) PRIVATE LIMITED** on following terms and conditions:

1. APPOINTMENT

This appointment will take effect from Dec 1, 2021

2. REMUNERATION

As per attached Annexure-I.

3. OTHER BENEFITS

- a. You will be entitled to Social Security Contributions (PF, Gratuity) in accordance with applicable laws and Supplementary Allowance(s) and Reimbursement(s) as per the Company rules and regulations, as amended from time to time.
- b. You will be insured in the Company's Group Personal Accident Policy and Mediclaim Policy as applicable.
- c. You will be entitled to Privilege, Sick and Casual leave(s) as may be applicable at your level as per the Leave Policy of the Company from time to time.

4. PROBATION/CONFIRMATION

You will be on probation for a period of one (1) year from the date of appointment. However, this period of probation may be subject to extension at the discretion of the management.

Confirmation of appointment shall not be construed to have taken place unless you are informed in writing to that effect.

During probation, your employment is terminable subject to one (1) month advance notice in writing by either side or base salary in lieu of notice; Base salary is as defined in Clause 9.

The formalities of obtaining Exit Clearance certificate from all concerned shall have to be complied with.

5. ADDRESS FOR COMMUNICATION

You shall provide your correct and valid permanent residential address to the Company. Any notice sent on that address through Registered A/D shall be considered to be sufficiently served on you for all purposes. Any change in address has to be communicated in writing and unless done so, the last available address in the records of the Company shall be treated as your residential address.

Tel: +91 124 4757 300/400 Fax: +91 124 4757 365

Email: frontoffice.india@marelli.com

6. DUTIES AND RESPONSIBILITIES

The Company expects you to work with a high standard of efficiency and economy in the discharge of your assigned roles and responsibilities. You will maintain good discipline and attendance during the course of your employment with the Company and abide by all the policy rules and regulations of the Company in force from time to time.

7. TRANSFER

Your present place of posting will be at MARELLI (INDIA) PRIVATE LIMITED, Gurugram. However, the Company may transfer you for work in any of the departments/Sections/plant/units already existing or new ones anywhere in the country or abroad as it may deem necessary at its sole discretion from time to time. On transfer you shall be governed by the service conditions as are applicable at the place of joining. Your gross remuneration and benefits, however, shall not be adversely affected.

8. WHOLE TIME EMPLOYMENT

You will devote your whole time diligently and faithfully to the Company's work and duties assigned to you and will not, on your own account or otherwise, either directly or indirectly, carry on or be concerned in any other employment, trade, business, canvassing work or other work whatsoever, either with or without remuneration.

9. NOTICE PERIOD

After confirmation, your employment is terminable subject to three (3) months advance notice in writing by either side or base salary in lieu of notice.

Base Salary means Basic, HRA, Supplementary Allowance and Reimbursements for the purpose of calculation of your full and final settlement. The Company, however, reserves the right to waive off the condition regarding notice period to accept your resignation immediately on receipt, or from any date within the notice period, with or without any compensation whatsoever.

In the event that you have been paid Notice Period Buyout and/or Joining Bonus at the time of your joining, and you decide to leave the Company within two (2) years from the effective date of your appointment, the same shall be recovered from you in full at the time of your full and final settlement.

10. MEDICAL FITNESS

This appointment is subject to your remaining and being found physically and mentally fit at the time of appointment.

11. RETIREMENT

You will automatically retire on attaining the age of 60 years unless otherwise informed in writing by the management. Your Date of Birth as per the Company records as submitted by you is **Apr 23, 1996** and the same shall be used for all official purpose/s.

12. NON-SOLICITATION

During the term of this Appointment Letter and for a period of two (2) years after the termination, you shall not solicit or hire or otherwise employ or influence the employment of any person who is or was an employee of the Company during the term of this Appointment Letter.

13. **CONFIDENTIALITY**

You shall be responsible to not divulge to any one, in any form documentary or otherwise, any information or particulars or details of any trade or business or any matter concerned therewith or any trade secrets or processes which may come to your knowledge by reasons of your being an employee of the Company. You are required to sign a Non-Disclosure Agreement, attached here as **Annexure-II** (the "NDA") and abide by the terms of the NDA at all times.

You may be required by the Company to sign Non-Disclosure/Confidentiality agreements from time to time as per business requirements and/or Company policy.

14. APPLICABILITY OF COMPANY POLICY

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, employees' benefits, working hours, travel, etc., and may amend the same from time to time at its sole discretion. You will be responsible to abide by the policies at all times during your employment in the Company.

15. CODE OF CONDUCT

The Company has adopted the Marelli Group Code of Conduct (the "Code of Conduct") available at: "https://enet.fcagroup.com/en/Work/Guidance/CoC/MarelliCoCTable/MARELLI Code of Conduct ENG_2021.pdf". The Code of Conduct forms an integral part of this Appointment Letter and your contractual duties with the Company. You will always be responsible to abide by the Code of Conduct during your employment with the Company. A declaration to this effect is attached as Annexure-III and by signing such declaration you confirm your acceptance to the Code of Conduct.

16. BACKGROUND VERIFICATION

The Company reserves the right to verify your document(s) and background through internal or external agencies. These may include your current/previous employment history, education/professional credentials, and other background checks. If any discrepancy with regard to documentation is discovered after you have joined, the Company has the discretion to terminate your services forthwith or with such notice as it deems fit and without any notice pay whatsoever, notwithstanding the right to initiate any legal actions against you.

17. PERSONAL INFORMATION

You hereby agree that the personal information collected by the Company at the time of your joining or during the course of your employment can be used by the Company for processing and disseminating such personal information to third parties in relation to your employment with the Company. Such collection and dissemination shall be for a lawful purpose in accordance with the provisions of The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. You have the option to withdraw such consent by submitting a declaration in writing, however it may be borne in mind that such withdrawal could affect the processes prevalent in the Company.

18. GOVERNING LAW & JURISDICTION

This Appointment Letter shall be subject to and construed in accordance with the laws of India and Employee and the Company hereby submit to the exclusive jurisdiction of the Courts/Tribunals at Gurugram for all matters arising out of or in connection with this Appointment Letter.

Kindly acknowledge the receipt and return the duplicate copy of this Appointment Letter duly signed and dated as a token of your having accepted the terms of the appointment.

Yours faithfully

MARELLI (INDIA) PRIVATE LIMITED

Saju Mookken

Regional Representative

Parul Pruthi

Site HR Responsible

Enclosures:

1. Annexure - I: Remuneration

2. Annexure – II: Non-Disclosure Agreement

3. Annexure – III: Code of Conduct Declaration

I hereby confirm that I have received the original of this Appointment Letter (Total No. of pages 4) along with Annexures I, II & III and I accept the terms and conditions of the appointment.

Date: December 1, 2021

(Name & Signature of Employee)

ANNEXURE

Name		Kunal sunil Veling	
Department	:	Software	
Job Level	:	Associate Engineer	
Effective From	:	December 1, 2021	
		(INR P.A.)	
Base Salary	:	448,626	
Retirals	-	29,754	
CTC	:	478,380	

			INR P.A.	INR Monthly
Salary	& Allowances			
1	Basic Salary	37%	177,001	14,750
2	Housing Allowance	50%	88,500	7,375
3	Supplementary Allowance	Fixed	72,381	6,032
4	Children Education Allowance	Fixed	2,400	200
5	Washing Allowance	Fixed	7,200	600
	Sub Total (A) Salary & Allowances		347,482	28,957
Paid B	enefits - Monthly (Reimbursements)			
6	Professional Development	Fixed	30,000	2,500
7	Telephone Expenses	Fixed	24,000	2,000
8	Vehicle Expenses	Fixed	32,400	2,700
	Sub Total (B) Paid Benefits		86,400	7,200
Paid B	enefits - Annual (Reimbursements)			
9	LTA	8.33%	14,744	1,229
	Sub Total (C) Paid Benefits		14,744	1,229
Annua	l Base Salary (Comp-2 : A+B+C)		448,626	37,386
Imput	ed Benefits (Contributions)			
10	Provident Fund	12%	21,240	1,770
11	Gratuity	4.81%	8,514	709
	Sub Total (D) Imputed Benefits		29,754	2,479
	Grand Total (A+B+C+D)		478,380	39,865

Notes

Paid Benefits (Reimbursements) are paid against bills on monthly basis except LTA.

Payment of such reimbursement will be subject to actual bills and monthly entitlement whichever is lesser.

The unavailed amount in a month will be carried forward to next month in same financial year.

At the end of the financial year, unavailed amount will become taxable.

 ${\tt LTA\ can\ be\ claimed\ /\ accumulated\ in\ the\ month\ of\ January\ for\ the\ completed\ preceding\ Calendar\ year.}$

In the absence of bills or declaration for accumulating, the LTA will become taxable and will be paid in February.

NPS contribution (if any) will be deducted & transferred to your NPS account on monthly basis.

Variable Pay, subject to your participation in the PEP, will be paid on annual basis as per the group guidelines.

In addition to the above, the company shall provide for

- = Medical insurance for self and family (Parents + Self +Spouse +2 Children)
- = Personal accident insurance for self

For Marelli (India) Rvt, Ltd

= Subsidised Canteen & Transport facility subject to company policy

Par

Authorized Signatory