

**Date: 28 June 2022**

**Mr. / Ms. Manish Kedari**

**Dear Manish,**

We have pleasure in appointing you as **Process Associate**, in our organization. While you will be initially based at our **Pune Office**, the Company reserves the right to transfer your services or place you in any other capacity or location that it may decide from time to time.

**1. Date of joining**

Your appointment is effective from the date of joining which shall be as early as possible but not later than **1-Jul-22**

**2. Salary**

Your compensation will be **Rs. 2,44,642/- (Rupees Two Lakhs Forty Four Thousand Six Hundred and Forty Two Only)** per annum, on a **cost to company (CTC)** basis. The breakdown of the CTC will be as specified under various line items as set out in Schedule A. Statutory deductions such as Income Tax, Profession Tax, and Employee Provident Fund would be deducted in line with the prescriptions of the respective Acts. Your compensation is strictly confidential and may not be shared with anyone.

**3. Salary review**

Your salary will be reviewed as per company policy subsequent to successful completion of probation. Your increment in the grade is discretionary and will be subject to and on the basis of effective performance and results during the year.

**4. Performance Based Incentive**

Your incentive is calculated at **4%** of your fixed emoluments, i.e. **Rs.8846**, which is a part of your total emoluments as mentioned in **Annexure-I**. This component is linked to your Performance and shall be governed by the Company rules and policy, you are eligible to earn up to **200% of your Performance Incentive**. Your incentive payout will happen monthly.

**5. Leave**

You will be entitled to leave as per the rules as made applicable to your cadre from time to time. In the first three months from the Date of Joining, you are not eligible for any leave. Violation of leave policy can lead to termination as per Company Policy.

**6. Retirement**

The retirement age is 58 years.

**7. Probation & Confirmation:**

You will be on probation for 6 months from the date of commencement of your services. The Company may at its discretion, extend such probationary period subject to your performance. During the Probation Period, your services are terminable by **30 days'** notice by either party. On completion of six months it will be an automatic movement to permanent roles, unless otherwise notified. On confirmation, your employment will be subject to termination on **'60 days'** notice by either party.

**8. Other Work**

Your position is a **whole time employment** with the Company and you shall devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as share-holder or debenture holder) in any other trade or business during the employment with the Company, without permission in writing from a Director of the Company.

**Gallagher Service Center LLP**

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LLPIN: AAL- 5010 - ('Registered with Limited Liability')

(Formerly known as Gallagher Operations Support Services Private Limited (CIN: U72900PN2006PTC128475) up to February 07, 2017)

#### 9. **Working hours**

You will be governed by the Company's rules on working hours. You may also be called upon to attend duties on your personal time if and when the exigencies of work so demand.

#### 10. **Responsibilities**

You will always need to be aware of the responsibilities and duties attached to your position and conduct yourself accordingly. Your work in the Company will be subject to the rules and regulations of the Organization as promulgated and modified from time to time in relation to conduct, discipline and other conditions of service.

#### 11. **Travel**

You will be required to undertake travel on the Company's work and your travel expenses will be reimbursed as per the travel policy and rules applicable to your level.

#### 12. **Confidential information**

12.1 "Confidential information" shall mean and include, but not be limited to the Company's product schematics, drawings, software (object code & source code), data, database, product plans, designs, protocols, prices, finances, marketing plans, business opportunities, personnel related information, sales and customer information, business policies, practices and strategies, information received from other entities which the Company is obligated to keep confidential, and research and development results which have not been:

- previously published or disclosed to the general public;
- previously available without restrictions; and
- which information the Company desires to protect against unrestricted disclosure or use.

12.2 "Confidential information" will however, not include information that:

- is or enters the public domain through no fault of yours
- is known and has been reduced into tangible form by you prior to the time of disclosure
- is independently developed by you without access to or use of the proprietary information
- is generally made available to you by the Company without restriction on disclosure or
- is disclosed by you with the Company's written consent.

12.3 You will not at any time, without the written consent of a Director, make copies or disclose or divulge or make public, except on legal obligations, any information regarding the Company's affairs, administration, software or project being carried out, whether the same may be confined to you or become known to you in the course of your service or otherwise.

12.4 By accepting the present terms of appointment, you are acknowledging that the Company is the proprietor of the confidential information as detailed in paragraph 12.1.

12.5 By accepting the present terms of appointment, you are further acknowledging that the "Confidential information" as aforesaid, is being exposed to you in trust and that the same would only be used by you for and in the interest of the Company and particularly in order to further the purposes of your employment with the Company. The aforesaid "Confidential Information" will not be used or disclosed by you, during the course of your employment with the Company, for the benefit of any other entity or person, without the written consent of the Board of Directors of the Company.

12.6 You will not, after the termination of your employment with the Company, use the "Confidential Information" as aforesaid, either personally or during the course of employment with your future employers.

12.7 You acknowledge that the restrictions imposed under the present terms of employment are reasonable and are necessary in order to protect the Company's legitimate interests and that the violation by you of these restrictions would cause damage to the Company entitling it to, *inter alia*, injunctive relief.

#### 13. **Intellectual Property Rights**

13.1 "Intellectual Property Rights" shall mean all intellectual property (whether registered or not registered) created, developed or acquired by the Company in respect of its products, including but not limited to copyrights, trademarks, designs, trade secrets, confidential information and patents.

13.2 You acknowledge the ownership of the Company in respect of all Intellectual Property associated with its products and undertake that you will not, either during or after the termination of your employment with the Company, infringe, cause to infringe or abet the infringement of these rights.

13.3 The ownership of any Intellectual Property that you may create or develop for the Company, during the course of your employment, will vest in the Company, for all territories in the world and for their entire term of protection, your remuneration being an adequate consideration.

**14. Protection of interest**

If you conceive any new or advanced methods of improving processes, systems or software in relation to the operation of the Company, such developments will be fully communicated to the Company and will be and remain the sole right/property of the Company.

**15. Past records**

If any declaration given or information furnished to the Company prove to be false or if you are to have willfully suppressed any material information or if you violate any of the terms and conditions of appointment, in such case, you will be liable to be removed from services without any notice.

**16. Termination notice**

On successful completion of the service agreement / Probation your employment is terminable by two months (60 days) notice on either side or either Party is not bound to give any reason thereof. Your release/relieving will be subject to you serving the one month's notice period and satisfactory handing over of your duties, responsibilities, company documents, company assets, etc. to the company.

**17. After termination**

On termination of employment you will immediately deliver-up to the Company all its properties including correspondence, specifications, formulae, books, documents, market data, cost data, literature, drawings, floppy diskettes, magnetic media, effects or records, etc. and shall not make copies or retain any of these items.

**18. Abandonment**

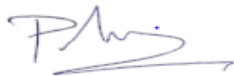
You shall be punctual and regular in your attendance. If you remain absent for 2 consecutive days or over-stay beyond sanctioned leave by 2 or more consecutive days, you shall be deemed to have voluntarily separated / abandoned from the services of the Company and lose right on the job.”

**19. Conditional offer**

This is a conditional offer subject to successful completion of Reference check and Background verification. You'll be intimated once these formalities are completed.

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter.

Yours faithfully,  
For Gallagher Service Center LLP



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**Pushparaj G**  
**Service Delivery Manager- Human Resource**

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

Date:

Signature:

Annexure – I

<b>Emoluments A</b>	<b>Per Annum</b>	<b>Per Month</b>
Basic	168733	14061
House Rent Allowances	18000	1500
Statutory Pay	14173	1181
Employer's Contribution to Provident Fund	20248	1687
<b>Fixed Emolument</b>	<b>221154</b>	<b>18430</b>
Performance Based Incentive**	8846	737
<b>Emoluments Total (A)</b>	<b>230000</b>	<b>19167</b>
<b>Benefits B</b>		
Employer's contribution to ESI	6530	
Gratuity***	8112	
<b>Benefits Total (B)</b>	<b>14642</b>	
<b>Cost To Company (CTC): Total (A+B)</b>	<b>244642</b>	
<b>Deductions</b>		
Employer's Contribution to Provident Fund		1687
Employee's Contribution to Provident Fund		1687
Employee's Contribution to ESI		126
Professional Tax		200
<b>Net pay</b>		<b>14729</b>

In additional to above compensation:

- You will have the potential to earn overtime amount of Rs.1500/- (approx.) per month.
- You can earn incentive of Rs.4, 000/- upon clearing international domain certification.

This appointment letter is subject to clearance of Background Verification Check.

Name: \_\_\_\_\_

Place: **Pune**

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

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

**Annexure - II**

<b>Components</b>	<b>Description</b>
Statutory Pay	Paid in advance on monthly basis as per Payment of Bonus Act. Amount is subject to change basis statutory amendments applicable for the state.
House Rent Allowance	Paid monthly and is subject to tax exemption on submission of relevant documents as per Income Tax rule at the end of Financial Year
Employer Contribution to PF	Company's contribution to Provident Fund - 12% of Basic Salary capped at Rs.21600 per annum. Amount is credited to employee's PF account directly.
Special Allowance	Special allowance is a taxable allowance. This is subject to review and may change or be adjusted against other components of Total Emoluments at company's discretion
Performance Based Incentive	* Paid monthly up to 200% of the amount indicated above and is linked to your monthly performance rating.
Total Emoluments	* Sum of fixed Emoluments & Performance based Incentive. Salary increments are done on this component and not total CTC which includes benefits.
Employer Gratuity	*As per Payment of gratuity Act - Eligible for payout on completion of 5 years at the time of separation
ESI Employer contribution	*As per Employees State Insurance Act -Contribution by employer to facilitate medical benefits. Is currently at 3.25% of monthly earnings
Mediclaime Insurance	Applicable Only if you don't fall under ESI Bracket. Premium for Insurance coverage as indicated below: Medical insurance cover of Rs. 2 Lakhs Accident Cover 1 time annual CTC, Term life coverage up to 1 time annual CTC( in case of demise)
Night Shift Allowance	*Amount is paid for the days worked in nightshift as per policy. Allowance is subject to change as per managements discretion

**\*Salary components are subject to changes as per Management Discretion**

Name: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

**ANNEXURE – III**  
**DECLARATION CUM UNDERTAKING**

I, Mr./Ms. **Manish Kedari** have been issued the Offer Letter by Gallagher Service Centre LLP (hereinafter referred to as “**Company**”) for the position of **Process Associate**. As a part of my employment with, the Company, I’m given to understand that I will be issued a HP make laptop along with the other joining formalities.

The laptop issued to me by the Company with the below mentioned understanding:

- a. The laptop issued is solely for official purpose.
- b. I shall acknowledge the receipt of the laptop via email to gsc\_recruitment\_pune@ajg.com
- c. I shall be fully accountable for the theft, loss or damage to the Company property and materials and shall be liable to replace or pay equivalent amount to the Company in the event of the same. The Company retains the right to deduct the amount from my salary in case of theft, loss or damage to the property.
- d. I shall not disclose the system password to anyone.
- e. I shall not leave my laptop unattended. I would be personally responsible for its misuse of any nature when I am away.
- f. I shall not share Company's proprietary/ confidential information with anyone.
- g. I shall not misuse the Internet access facility granted to me.
- h. I shall not do personal work on the office computer / system.
- i. I shall take print out of mails and/or documents only when absolutely necessary.
- j. I shall always try and ensure not to download any type of software from any source at any time whatsoever. If required for any official purpose at any time, approval from IT department will be taken in writing to make sure such software are scanned properly before use, and such software will be downloaded legally and with IT department's consensus.
- k. I shall not use personal systems / laptops unless expressly allowed in writing by IT department.

II. I understand that:

- a. The Company’s IT and other assets provided to me shall always remain the property of the Company and not of any individual.
- b. The In-house developed software and data is the Company’s exclusive property and shall not be used for any external purpose under any circumstances.
- c. The Company reserves its right to amend, modify, rescind, delete, supplement or add to the provisions of the said declaration cum undertaking, as it deems appropriate from time to time in its sole and absolute discretion.
- d. It shall be my responsibility and obligation to return the laptop and all the Company provided materials and properties to the Company’s [specific department or personnel if any] upon termination of my employment with the Company.

III. I fully agree and accept that it is my personal responsibility to adhere to the Company's IT. policy and any amendment / modification thereof and to comply with all of the provisions stated therein in true letter and spirit. I understand and am accountable for any consequence or any misuse of the Company’s system. I further undertake to abide by the IT policy guidelines as a condition of my employment and my continuing employment in the Company.

IV. I acknowledge that the confidential information and inventions is/are valuable, special and unique and that in the event of breach of any terms/obligations/conditions of this declaration cum undertaking will result in irreparable harm/injury to the Company and therefore, I agree that, in the event of breach or threatened breach of any terms/obligations/conditions of this declaration cum undertaking by me, the Company shall be entitled to a temporary, preliminary and/or permanent injunctive relief in addition to and not in lieu of any other legal or equitable relief including monetary damages; and without prejudice to foregoing I agree to indemnify and keep indemnified, without demur, the Company from and against any and all losses, liabilities, claims, expense, damages, costs (including but not limited to advocate fees, litigation cost), which the Company may suffer/incur as a result of breach of any terms/obligations/conditions of this declaration cum undertaking and/or the offer letter by me.

V. I accept and agree that this declaration cum undertaking is a part of my employment agreement with the Company or offer letter issued by the Company to me and shall be read and understood in conjunction with the same.

Date:

Name:

Signature: