



TERMS AND CONDITIONS OF EMPLOYMENT

1. **Terms of Employment:** The emoluments mentioned will be on Cost to Company basis and all statutory deductions like Income Tax, Service Tax, Professional Tax, PF, ESI etc. would be deducted as applicable. In addition, the Company deducts 4% of your salary as contribution to Long Term Benefits and Rs 100/- per month for Common Staff Welfare. Both these funds are for Employee benefits and Professional Tax per month as applicable.
2. **Taxes:** All applicable taxes in respect of your above employment shall be deducted from your salary, as per applicable laws.
3. **Performance Measure:** The remuneration paid to you is in consideration of the status and responsibilities of the appointment and as such, you will not be entitled to any other allowances. Performance will be monitored on agreed timelines, updates, deliverables subject to constant monitoring. Any increments shall be based on merit and will be at the sole discretion of the management of TLC®.
4. **Rules and Regulations:** You will be bound by all rules, regulations, policies, and other orders issued by the Company from time to time in relation to conduct, discipline, leave and any other matter as though those rules, regulations and policies and orders were a part of this contract of employment.
5. **Tele-Calling Regulations set by Telecom Regulatory Authority of India (TRAI) and other Company Policies on Telemarketing:** As an Employee of the Company, you agree to follow all the systems and processes pertaining to tele-calling regulations. Any deviation in this respect will result in immediate termination of your services and appropriate legal action. For more details, please visit the regulate on setup by TRAI at <http://www.trai.org>.
6. **Timings:** Our office timings are from 9:30 a.m. to 6.30 p.m. Monday through Saturday. However, based on your job profile, the working days and timings are subject to change at the sole discretion of the management. Second Saturday is not a working day in our company.
7. **Conduct and Dress Code:** As an Executive of our Company, you shall be required to wear suitable attire as per corporate standards. (Refer to the HR Policy of the Company on www.mytlcgroup.com)
8. **Duty:** During the period of your employment with the Company, you will devote full time to the work of the Company. Further, you will not undertake employment, whether full - time or part – time, as Director/Partner/Member/ employee of any other Organization / Entity engaged in any form of business activity whether honorary or otherwise for any consideration, in cash or in kind or otherwise during the period of your employment. The Management reserves the right to terminate your services without notice if it discovers you to be working on simultaneous projects while in service with the company.
9. **Devotion to the Company:** While on duty or in our premises, you are expected to maintain professional decorum. Any willful or negligent misconduct may attract appropriate legal action, and the Company will have the right to terminate your employment summarily without giving you any notice or payment in lieu thereof.
10. **Absenteeism from Work:** Should the employee fail to report for work for more than two (2) days without intimation, the employee's employment shall be deemed to be terminated forthwith by the Employee himself/herself and the Employee shall be deemed to be relieved automatically except for any saving law.
11. **Company Assets:** You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody, or charge.



12. **Misconduct:** If at any time in our opinion, which is final in this matter you are found non-performer or guilty of fraud, dishonest, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.

13. **Place/Transfer:** During the course of the service, you shall be liable to be posted / transferred anywhere to serve any of the Company's Projects or any other establishment, at the sole discretion of the Management.

14. **Confidentiality Undertaking:** You shall at all times treat as and keep confidential all information that is the property of TLC, which includes but is not limited to the names and other information contained within the TLC Database and Confidential and Proprietary Information (as defined below), which you may become aware of during the course of your employment.

Confidential and Proprietary Information means any information disclosed to you or you become aware during the term of your employment, directly or indirectly, in writing, orally or by inspection of objects, graphics, or designs etc. "Confidential" or "Proprietary Information" is information that is owned, developed, created, or discovered by or on behalf of TLC, or which became or will become known by, or was or is conveyed to you. "Confidential" or "Proprietary Information" whether designated or not, includes, but is not limited to, the data belonging to the TLC whether of customers or other related information, trade secrets, designs, technology, source code, designs, plans, secure passwords, encryption methods, know-how, mask works, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, Information collected through pixels/sdk, any anonyms or pseudonyms data, social media data, business and product development plans, customer lists, social media passwords, terms of compensation, performance levels, compliances and training, documents, commercial offer, design or customer's database, technology and software packages, the Company's policies, systems and processes and Trade mark and Company's Human Assets profile and other information concerning the TLC's actual or anticipated business, research or development, or which is received in confidence by or for the TLC.

In this clause "**Database**" includes but is not limited to:

- a. Names, addresses and Phone numbers of customers/guest, employees, clients, partners and prospective customers and clients, official communication via emails, chat logs or through any other source.
- b. Financial Information.
- c. TLC's Contract information.
- d. Digital Assets of the TLC.

You shall not use or divulge any of the information referred to above either during the period of employment or after employment ceases, other than:

- a. In the ordinary course of your employment.
- b. With TLC prior written consent.

You will also undertake to indemnify the Company and its affiliates from any loss or damage arising from any breach of this undertaking.

15. **Disclosure:** Any intellectual Property conceived (whether or not actually conceived during regular business hours), discovered, or made by you during the course of your services and during the period of your employment with the Company, and other ideas, systems or processes related to the business of the Company, shall be disclosed in writing promptly to the Company, and shall be the sole and exclusive property of the Company.

16. **Discretion of Management :** If at any time in our opinion, which is final in this matter, you are found non-performer or guilty of fraud, dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the Company shall be entitled to recover the damages from you, through appropriate legal action.



- 17. Notice Period & Severance:** Notice Period & Severance: Your appointment is for a probation period of six months after which it will be reviewed, subject to satisfactory performance. You are entitled to take one leave a month during the Probation. To resign from the services of the Company, you will be required to serve the required notice period or salary in lieu of it. Likewise, the Company may terminate your services without assigning any reasons whatsoever giving you the required notice period or salary in lieu of it salary in lieu thereof.
- 18. Gift/Offers :** You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the company and if you are offered any, you should immediately report the same to the Management otherwise your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be titled to recover the damages from you.
- 19. Sexual Harassment Policy at Workplace:** The Company will not tolerate discriminatory or inappropriate conduct by its employees in the workplace. All conduct that can be described as sexual harassment in the workplace will result in disciplinary action, up to and including immediate dismissal from service. Conversely, in case a complaint under this policy is found to be false, the Complainant shall be liable for similar disciplinary action. This policy is compliant with The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.
- 20. Union:** Your appointment in our Company does not give you any rights or lien on Companies of any of the client projects of our Company including the ones you may be working with. You cannot participate in the activity of our client's company without explicit written approval of the Company. The HR Policies of our Client Company or their Trade / Staff Unions, if any, will not apply to you and you cannot claim any benefit on account of that or join any such Organization / Union. The terms of your employment will be guided by applicable Law and as the HR guidelines of our Company.
- 21. Non-Poaching and Non-Solicitation:** Further you will not, either during your employment or for a period of twelve (12) months following the termination of your employment for any reason including resignation, directly or indirectly contact or solicit any member and employee of the Company or any of its subsidiaries or affiliates, for the purpose of alternate employment.
- 22. Post Severance Undertaking:** You also agree not to undertake an assignment/business or occupation of the same or similar nature that of the Company's business for a period of 12 months after separation from the Company. You can not join any of the Company's clients directly or indirectly for a period of 24 months post your last day of working in our company.
- 23. Termination:** On termination of your employment, you will hand over all documents and papers, including those in electronic form which maybe in your possession relating to business affairs of the Company, you will not retain any copies or extracts there of.
- 24. Documents:** You are required to submit the Documents as mentioned to HR Department on your joining. These should be self-attested and enclosed in Annexure 1.
- 25. Retirement Age:** You will retire from the services of the company on attaining the age of 58 years.
- 26. Legal Action:** Company reserves the right to take appropriate legal action including punitive damages in case of a violation of any of these clauses.
- 27. Disputes Resolution:** All disputes arising out of this letter will be subject to the jurisdiction of the Courts of New Delhi. And that the courts, tribunals and/or authorities at New Delhi only shall have jurisdiction to entertain, try and decide such disputes or differences arising out of or pertaining to this contract of employment, irrespective of your working location being else where at that time.



Acceptance:

I have read and understood the above-mentioned terms and conditions of my services and hereby accept them fully without any reservation.

Name:.....

Signature:.....

Mobile phone:.....

Date:.....

Email:.....



Annexure1

LIST OF DOCUMENTS

- a. You are required to submit the Documents as attached to HR Department on your joining. These should be self-attested.
 - i. Two Passport size photographs
 - ii. Proof of Identity with Address Proof
 - 1. Passport/Driving License/Election Card
 - iii. Educational Certificates
 - 1. Highest educational qualification
 - iv. PAN Card Number or Form60 if no PAN number
 - v. Pay slips of the last organization (last three months)
 - vi. Relieving/Experience Letter of last Organization
 - vii. Existing PF Number or Form11 declarations if not a PF member