



SPICE ROUTE  
FINANCE

# Appointment Letter Template

DD-MM-YY

Private & Confidential

Xxxxxx

Xxxxxxxx

Xxxxxxxx

Xxxxxxxxxxxx.

## **Employee Contract**

Further to our recent discussions, we are pleased to confirm our offer for the position of Designation from DD MM YYYY. You will be required to work from home from the effective date, you will be asked to report at our office at - Location- at an appropriate time. Congratulations and welcome aboard!

This letter sets out the key terms of your employment.

### **Role Description - Designation**

#### **Roles & Responsibilities**

- Responsibility 1
- Responsibility 2
- Responsibility 3
- Responsibility 4

#### **Remuneration: INR XXX**

During the probation period your compensation is INR XXX (-in words-) per month. Upon completion of your probation period and performance review, your monthly remuneration would change as below:

#### **Perquisites**

In addition to your remuneration above, you would be eligible for the following perquisites:

- 1.Perquisite 1
- 2.Perquisite 2

The enclosed Annexure provides detailed contractual terms of your employment. Please review those carefully and return a signed copy confirming your acceptance of this offer.

Once again, welcome to -insert company name-. We look forward to working with you.

Yours truly,

**Name**

**Designation**

**Company Name**

**ANNEXURE**

**DD-MM-YYYY**

**Name**

**Address**

Dear Name,

This has reference to your application and the subsequent interview you had with us for employment. We would like to welcome you into the -insert company name- family and are pleased to inform you that you have been selected for the position of Jr. Finance Analyst to be based in Hyderabad and your contract is effective from 8th August 2021.

This letter constitutes the contract of employment (the "Contract") between Company Name and Address, through its authorized signatory Name ("XXX") and Name (the "Employee"). Please read the Contract carefully, and after having done so, sign and return the Contract to -insert company name-, retaining a copy for your own records. The terms and conditions of the Contract are as follows:

**A.** (i) During the probation period your compensation is INR xxxxx (-in words-) per month. Upon completion of your probation period and performance review, your monthly remuneration would change as below:

(ii) The Employee will be working from home from the effective date and will be required to commence her employment with -insert company name- on dd-mm-yyyy.

(iii) In the performance of duties, the Employee shall take instructions from and comply with the requirements of -insert company name- and any person designated by -insert company name- to supervise the Employee from time to time. In addition, the Employee shall be subject to and comply with the policies of the -insert company name- and rules of employment as promulgated by -insert company name- from time to time, and shall comply with all lawful directions and management policies. -insert company name- shall have the absolute discretion to make changes in the Employee's responsibilities based on -insert company name-'s needs.

The Employee's salary structure may be altered / modified at any time with notice and the Employee's salary package as stated in Clause A (i) may accordingly be altered/modified from time to time. Further, salary, allowances and all other payments/benefits will be governed by statutory provisions in force and be subject to deduction of taxes at source.

**B. (i)**The Employee will be on probation for a period of three (3) months from the date of joining as stated in Clause A (ii) of the Contract during which the Employee's services may be terminated by -insert company name- without having to assign any reason. The Employee may cease to offer their services during this period by serving a notice of fifteen (15) days to -insert company name-. Employee shall not be permitted to dispense with the notice period, unless the same is waived by -insert company name-. The probation shall be deemed to have been extended automatically unless otherwise notified in writing by -insert company name-. Upon termination of the Employee's services by the Employee within the probation period, relocation/reimbursement allowances, if any, paid by -insert company name- to the Employee shall be repaid forthwith to -insert company name-.

(ii)On satisfactory completion of probation and after the Employee's confirmation as a permanent employee by -insert company name- in writing, the Employee's services may be terminated by -insert company name- or the Employee by serving a notice of one (1) month on the other Party without having to assign any reason. -insert company name- reserves the right to pay one (1) month's remuneration in lieu of notice to the Employee, but the Employee shall not be permitted to dispense with the notice period, unless the same is waived by -insert company name-.

**C.** During the Employee's employment with -insert company name-, and thereafter, the Employee will, at all times, hold in strictest confidence, and not use, except for the benefit of -insert company name-, or dispose/disclose to any person, firm or corporation without written authorization by -insert company name-, any confidential information belonging to, or related to -insert company name- or related corporations, clients etc.



The Employee understands that “Confidential Information” means proprietary information of the company or any related corporation, including (without limiting the generality of the foregoing), technical data, designs, trade secrets or know-how, including information relating to, but not limited to, research, product plans, products, services, customer lists and customers (including but not limited to users or potential users of the company's products on whom the Employee may call or with whom the Employee may become acquainted during the course of employment, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, marketing finance, future prospects or any other information disclosed to you by -insert company name- or related corporations, either directly or indirectly, in writing, orally or by drawings or inspections of parts or equipment. The Employee’s will always also be responsible for the protection and furtherance of the -insert company name-’s best interests, including after the termination of this Contract.

**D.** During the course of your employment (or outside working hours if the Employee is using the -insert company name-’s premises or equipment) all inventions, discoveries and novel designs whether or not registerable as designs or patents, all writings including programs, art works and other copyrightable works created by the Employee shall belong to -insert company name-. In addition to disclosing any inventions, discoveries, designs or copyright works the Employee shall disclose and if required by -insert company name-, assign to -insert company name- or it’s nominee any other inventions, discoveries, designs and copyright works devised or created by the Employee during the course of her employment which relate to or touch upon the future or present business or products of -insert company name- or its related associates or affiliates or subsidiaries. The Employee shall during the course of employment do all such acts and things, and sign all such documents, as -insert company name- or its Attorneys may require to secure -insert company name-’s ownership and/or rights in the inventions, discoveries, designs and copyright works.

**E.** The Employee shall not undertake any employment, consulting or other business activity anywhere else, even on part-time basis whether for any consideration or not and shall not become involved or engage in any other activities that conflict with his/her obligations to -insert company name- during the currency of this Contract. Any contravention of this will lead to termination of the Employee's service by -insert company name- without any notice, with no liability on the part of -insert company name- for payment of any compensation in lieu of any requirement of notice. Further, such contravention will be deemed as voluntary termination/resignation by the Employee without the required notice having been given. The Employee's services are transferable to any group company on the same terms as this Contract. In the event of the Employee's service being transferred in accordance with this clause, -insert company name- may choose to continue to pay the Employee the Salary or may require the Employee to execute a fresh contract with the group company to whom the Employee's services have been transferred.

**F.** If the Employee is absent without leave or remains absent beyond the period of leave originally granted or subsequently extended by -insert company name-, the Employee shall be considered as having voluntarily terminated her employment without giving any notice unless the Employee:

- a) Returns to work within eight days of commencement of such absence; OR
- b) Can give an explanation to the satisfaction of -insert company name- regarding such absence.

**G.** -insert company name-'s rules governing all the matters specified above, including matters such as designation, working hours, etc. are subject to change without any prior notice.

**H.** The Employee will be governed by -insert company name-'s rules and regulations (as well as practices) as enforced from time to time in respect of matters not covered by this Contract. -insert company name-'s decisions on all such matters shall be final and binding on the Employee.

**I.** This Contract shall remain in force for an indefinite period unless terminated earlier in the manner provided in this Contract.

**J.** In the event of the termination of this Contract, the Employee shall not be engaged whether directly or indirectly, whether by employment, consultancy, partnership or otherwise in any type of business/commercial association with any of -insert company name-'s competitors for two (2) years from the date of employment as stated in Clause A(ii), being the full term of this Contract as set out in Clause L, even though this Contract may have been terminated before two (2) years have lapsed, without the express written consent of -insert company name- being first obtained. Further the Employee will agree to execute any further document regarding the protection of any information as -insert company name- may require or request from time to time after commencement of employment.

**K.** Upon termination of employment, the Employee will return to -insert company name- all assets, documents/ USB drives, other storage media and any other articles and/ or copies thereof belonging to -insert company name-, which may be in the Employee's possession or control.

**L.** The Employee's Obligation under above clauses shall survive the termination of this Contract. No purported variation or addition to this Contract shall be binding on -insert company name- unless such variation is in writing and signed by the Employee and -insert company name-'s authorized representative. The Employee may be required to sign a Severance Agreement at the time of termination of this Contract.

**M.** The Employee will be required to submit certain documents to -insert company name- including but not limited to no objection certificates from previous employers, proof of educational and other qualifications, and such other documents as may be specified by -insert company name- from time to time. In the event of any documents submitted by the Employee being false or forged, -insert company name- shall be entitled to terminate this Contract forthwith without providing any notice, or any compensation in lieu of the notice period.



**N.** The address given by the Employee to -insert company name- at the time of joining shall be considered final unless changed through a request in writing subsequently. All communications to be sent to the Employee for both statutory & non-statutory purposes at the address provided will be deemed to have been served.

**O.** This Contract shall be governed by Indian law as in force. -insert company name- and the Employee agree that any and all disputes, claims and/or differences arising out of the terms of or in relation to this Contract, including those relating to the validity of this Contract shall be submitted to the exclusive jurisdiction of a Sole-Arbitrator to be nominated by mutual consent of -insert company name- and the Employee no later than thirty (30) days from the date of receipt of a written request to do so from the Employee, or from the date on which -insert company name- believes a dispute, claim and/or differences have arisen out of or in relation to this Contract. The place of arbitration shall be Bangalore. All arbitration proceedings shall be conducted in the English language, in accordance with the Arbitration and Conciliation Act, 1996. -insert company name- and the Employee agree to facilitate the arbitration by (i) cooperating in good faith to expedite (to the maximum extent practicable) the conduct of the arbitration, (ii) making available to one another and to the Sole Arbitrator for inspection and extraction all documents, books, records, and personnel under their control or under the control of a person controlling or controlled by such party if determined by the Sole Arbitrator to be relevant to the dispute, (iii) conducting arbitration hearings to the greater extent possible on successive business days and (iv) using their best efforts to observe the time periods established by the rules of the Sole Arbitrator for the submission of evidence and briefs. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, including, without limitation, the fees of the Sole Arbitrator, shall be borne equally by -insert company name- and the Employee, and each party shall pay its own fees, disbursements and other charges of its counsel. Any award made by the Sole Arbitrator shall be final and binding on both -insert company name- and the Employee.

**P.** The arbitration agreement contained in Clause P (“Arbitration Agreement”) of this Contract shall have an existence independent of the Contract, and the invalidity of the Contract, or any part thereof, shall not affect the validity and binding nature of the Arbitration Agreement.

**Q.** If the terms and conditions of this Contract are acceptable to the Employee, the Employee should sign all pages of this Contract including the last page, and return this Contract to -insert company name-, retaining a copy for her own records.

**R.** In addition to the usual public holidays, you are entitled to 21 days paid annual leave during each year (or the pro-rated equivalent if your Employment is part-time)

We welcome you to the -insert company name- family and wish you a successful career with us.

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(On behalf of -insert company name-)

(I have read and understood the above terms & conditions of employment and I accept them)

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(Employee Signature)