

**FIXED TERM EMPLOYMENT CONTRACT**

## Name:Damayanti Bihari Date: 03-JAN-2025

## Father Name:Jagadanda Bihari

## Address: Lucknow

## Letter Date 04-JAN-2025 Ref: Employee Id:

## Offer ID Employee Code:

In pursuance of your application for employment in our organization, we have decided to appoint you as **WA**.

The conditions of your appointment will be as follows:

1. Be it clearly understood that the assignment / work offered to you has arisen due to temporary increase of work which is part and parcel of our contracts with our Clients.
2. You would be liable to work at any of our client’s location as per the requirement. However, your services are liable to be transferred without any additional benefit or facilities, to another branch, post or place or to any office, associates or sister concern or subsidiary of any of the present or future clients of **BSHR CONSULTANT PVT LTD,** at any place in India, whether in existence or which may come up in future at any time at the sole discretion of the **BSHR CONSULTANT PVT LTD.**
3. Your period of Employment contract is from 04-JAN**-202**5 till **28-JAN-2025.** Your salary details are provided in Annexure “A” of this document whereas Annexure “B” contains “Service Provider Personnel Nondisclosure Agreement”. You are requested to carefully go through and familiarize yourself with all the details provided in these documents, before accepting the employment.
4. Your fixed-term contractual engagement will automatically come to an end after the completion of the aforementioned period. The renewal/extension if any shall be subject to mutual consent in writing and acceptance of applicable terms & conditions as may be deemed fit and proper by both the parties to this contract.
5. Both the parties have the right to terminate the contract by giving the other party a prior notice of 7 days or an amount equal to wages for the said notice period. In the event of the employee terminating the contract without serving the said notice period the management has the right to withhold an amount equal to the wages for the UN served period of notice from the money due to the employee, if anyas part of full and final settlement. The employment agreement shall be deemed to be terminated by you in case of “continuous absenteeism for 3 or more days” or “absenteeism for 5 or more days on 3 or more different occasions without intimation in any two consecutive months or your contract duration, whichever is less”. In such an event, **BSHR CONSULTANT PVT LTD**, shall be at liberty to seek damages or such other amount as may become payable under the employment agreement.
6. You shall not at any point of time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever either against us or any of our clients.
7. You may be required to work in shifts and your shift timings may vary based on business requirements. However, you will be notified of the change in shift timings through posting of schedules.
8. You may have to even work overtime as per business requirements. Overtime amount will be paid as per statutory norms.
9. You will be expected to carry out the duties assigned to you in an efficient and competent manner. If you have any problems/queries to carry out duties, you will be expected to bring them to your Supervisor.
10. You would be eligible for leaves & paid holidays in accordance with applicable statutory provisions. However, your leaves shall be governed by leave policy of **BSHR CONSULTANT PVT LTD**.
11. If any declaration given or furnished by you to the **BSHR CONSULTANT PVT LTD** proves to be false or if you have willfully suppressed any material information, in such a case you will liable for strict action including to removal from service without notice.
12. In day to day functioning or carrying out responsibilities, you will report and receive instructions from our Supervisor and shall be bound to follow service conditions of **BSHR CONSULTANT PVT LTD.** Such supervisor shall exercise control over your working including initiation of disciplinary proceedings against you.
13. You will be entitled to all other statutory benefits wherever applicable during the contract period which would be paid by **BSHR CONSULTANT PVT LTD** but not be entitled to any benefit/ privileges available to other regular associates of the establishment of **BSHR CONSULTANT PVT LTD** or of our clients **BSHR CONSULTANT PVT LTD.** The agency will be solely responsible for the all statutory payments and you will have no right to claim the same from the Clients of **BSHR CONSULTANT PVT LTD**.
14. During the course of your contract with us, you may be transferred to any other location/project site of our client's entity to meet the urgent contract requirement. In such condition, all other terms of contract will remain unchanged including compensation and benefits.
15. You will not, at any time without the written consent of the authorized person of **BSHR CONSULTANT PVT LTD**, disclose or divulge or make public except on legal obligations, any information about the **BSHR CONSULTANT PVT LTD** and its Clients business affairs or secrets which has become known in the course of discharging obligations under this contract or otherwise to any other person or institution.
16. In case of any indiscipline/disobedience/ misconduct/theft committed by you, or any other kind of activities that may lead to disruption of operations, or in case any complaint is received against you from any of our clients, **BSHR CONSULTANT PVT LTD** will have a right to take a strict action against you including termination of service without any notice period or pay in lieu thereof.
17. In case of default or negligence has been proved on your part resulting in loss or cease of operation to BSHR CONSULTANT PVT LTD or to our client, under the circumstances of BSHR CONSULTANT PVT LTD is authorized to recover or deduct from your salary an equivalent amount (or part of it) for any such instances occurred, as permissible under statutory provisions.
18. Execution of this Letter by you shall be a full and complete acceptance by you to perform the services. Upon acceptance, you shall;
    1. Fully perform the services, in a professional manner, at work site till your employment. You will follow the standard operating procedures (SOPs) and guidelines applicable to your work at client location with utmost professionalism and in an ethical manner while respecting the timelines and instructions of your supervisor at all times;
    2. not engage in any conduct detrimental to the interests of the BSHR CONSULTANT PVT LTD or our clients;
    3. not, either directly or indirectly, offer yourself for employment or gainfully engage with any client, customer or competitor or its agencies or its affiliates during the period of the present work assignment without the prior permission of BSHR CONSULTANT PVT LTD;
    4. Comply with the applicable Policies (such as safety, health, and environment policy), Code of conduct and Rules & Regulations of BSHR CONSULTANT PVT LTD at all times during the course of your employment contract.
19. Your appointment and continuity in employment will always be subject to you being found medically fit and clearing the background verification check as required by the **BSHR CONSULTANT PVT LTD.**
20. Upon lapse or termination of the employment, your employment with **BSHR CONSULTANT PVT LTD** shall stand terminated forth with.
21. Termination of this Letter shall not affect the obligations of the parties that have been incurred prior to termination and **BSHR CONSULTANT PVT LTD** will promptly settle all your dues after making applicable deductions. Further, obligations relating to confidentiality and intellectual property shall continue after termination/ expiry of this Letter.
22. You agree that you are responsible for any losses towards assets and packages handed over to you as a part of the assignment and will be liable to pay the loss amount either directly or through salary deductions.
23. You agree to co-operate with any security measures such as random frisking and searches of personal belongings.
24. In addition to the above, you are also governed by the standard employment rules/ standing orders and safety/security rules of the BSHR CONSULTANT PVT LTD and you are required to read them in conjunction
25. You agree to defend, indemnify and hold **BSHR CONSULTANT PVT LTD** harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of your failure to satisfy any of your obligations under this Letter or for misconduct, violation of any law or creation of any legal liability by you or any information pertaining to the background of unlawful act on your part which has been suppressed by you while obtaining this job.
26. In addition to the terms contained herein, your relationship with **BSHR CONSULTANT PVT LTD** may be subject to such other additional terms and conditions as may be communicated to you from time to time in writing by **BSHR CONSULTANT PVT LTD.** You shall at no point of time make any claim or right to claim employment, damage, loss or compensation of any nature what so ever against any of our clients.
27. We take this opportunity to wish you the very best in your tenure with **BSHR CONSULTANT PVT LTD.**
28. If the above terms & conditions are acceptable to you, please sign the duplicate copy of this contract in token of your acceptance.

**I have read this letter in full & understand it fully. By signing this letter of contract, I accept all aforementioned terms & conditions of the contract of employment offered by BSHR CONSULTANT PVT LTD.**

**For BSHR CONSULTANT PVT LTD**

C:\Users\Asus\Downloads\1610015930265 (2).jpg Signature

**Authorized Signatory**

**Name:Damayanti Bihari**

**Date:** 04-JAN**-202**5

# **Annexure - A**

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| --- | --- | --- | --- |
| **Gross Salary** | | **Statutory benefits** | |
| **Basic + DA** | **Rs. 12413** | **PF Employer** | **Rs. 1614** |
| **HRA** | **Rs. 0** | **ESIC Employer** | **Rs. 404** |
| **Other if Any** |  | **Others if any** |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total Gross Salary (A)** | **Rs. 12413** | **Total Statutory Contribution (B)** | **Rs. 2018** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total Deduction ( C )** | **Rs. 1584** |  |  |
| **Net Salary D = (A - C)** | **Rs. 10829** | **Cost to Company (A + B)** | **Rs. 14431** |

**Annexure B**

**Service Provider Personnel Nondisclosure Agreement**

This Non-disclosure Agreement (this “**Agreement**”),effective as of 04-JAN**-202**5, entered in to by, (“**Service Provider Personnel**”), an employee of **BSHR CONSULTANT PVT LTD**, (“Service Provider”), for the benefit of clients of **BSHR CONSULTANT PVT LTD**. (and the Clients and the Service Provider Personnel are referred to individually as a "**Party**" and collectively as the "**Parties**").

The Parties recognize that in connection with Service Provider Personnel’s assignment by Service Provider to provide products or services to its clients, certain information including Confidential Information (as defined hereinafter) would be passed on/ disclosed to the Service Provider Personnel by the clients with respect to its operations and businesses. The Service Provider Personnel are now agreeing to the terms and conditions on which the Service Provider Personnel shall be provided the Confidential Information. In consideration of the clients agreeing to disclose Confidential Information to the Service Provider Personnel, the Service Provider Personnel agree sand under takes to abide by the terms of this Agreement asset out below:

## Confidential Information.

Assured in this Agreement, **“Confidential Information** “means all nonpublic information disclosed by or relating to Client/s and any entity in which Client/s or its group companies have directly or indirectly, certain economic interest (an “Affiliate”) that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) all nonpublic information relating to the clients or any of its Affiliate’s technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and (ii) all third-party information that the client or any of its Affiliate is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, compilations, summaries, abstracts, modifications, translations, enhancements, adaptations and computer programs, or may be in the nature of un written knowledge.

## Exclusions.

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Service Provider Personnel at the time of his/her receipt of such information from the client, (iii) is received from a third party having the legal right to disclose Confidential Information and who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Service Provider Personnel outside the scope of the relationship with the client, without reference to any Confidential Information.

## Use of Confidential Information.

Service Provider Personnel may use Confidential Information solely in connection with and only in pursuance of his/her business relationship with the client. Except as expressly provided in this Agreement, Service Provider Personnel will not disclose Confidential Information to any person or entity for any purpose whatsoever without the client’s prior written consent. Service Provider Personnel will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, the same degree of care, secrecy and security measures he/she takes to protect his/her own confidential information of a similar nature. Service Provider Personnel will segregate Confidential Information from the confidential materials of third parties to prevent commingling.

## Disclosures to Governmental Entities.

Service Provider Personnel may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that Service Provider Personnel (i) gives the client prior written notice sufficient to allow the client or any of its Affiliate to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts and lawful means to obtain confidential treatment for any Confidential Information so disclosed and minimize the extent of such disclosure.

## Ownership of Confidential Information.

All Confidential Information and patents, copyrights, trade secrets, trademarks or service marks or logos (whether registered or not, with or without goodwill) and other intellectual property rights, title or interests therein (collectively referred to as “ **Intellectual Property Rights** ”) will remain the exclusive property of the client or its Affiliate, as may be applicable. Disclosure of Confidential Information under this Agreement by client’s or its Affiliate will not constitute an express or implied grant to Service Provider Personnel of any rights to or under the client’s or its Affiliate’s Intellectual Property Rights.

## Notice of Unauthorized Use.

Service Provider Personnel will notify the client immediately upon discovery of any suspected unauthorized use, copying or disclosure of Confidential Information or any other breach of this Agreement. Service Provider Personnel will cooperate with the client or its Affiliates in every reasonable way to help the client or its Affiliate regain possession of such Confidential Information and prevent its further unauthorized use or disclosure.

## Return/Destroyer Discontinue Use of Confidential Information.

Service Provider Personnel will return, deliver, remove or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the client’s written request regardless of how the Confidential Information is embodied at the date of request. The Client may at any time, at its sole discretion, require the Service Provider Personnel to discontinue the usage of any or all Confidential Information and at the client’s option, Service Provider Personnel will provide written certification of his/her compliance with this Section.

## Injunctive Relief.

Service Provider Personnel acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the client or any of its Affiliates for which monetary damages may be difficult to ascertain ran in adequate remedy. Service Provider Personnel therefore agrees that the client and/or its Affiliate will have the right, in addition to its other rights and remedies, to seek injunctive relief as a remedy or to prevent or curtail any actual or threatened breach by the Service Provider Personnel of its obligations hereunder or for any violation of this Agreement.

## Scope; Termination.

This Agreement is intended to cover Confidential Information received by Service Provider Personnel both prior and subsequent to the date hereof. This Agreement shall be effective once signed by Service Provider and will automatically terminate upon the completion or termination of the Parties’ business relationship; provided, however, that Service Provider Personnel’s obligations with respect to Confidential Information will survive and continue indefinitely even following such completion or termination. The provisions contained in this Section shall survive the termination or expiry of this Agreement.

## Indemnity

The Service Provider Personnel acknowledges that a breach of this Agreement by the Service Provider Personnel could result in significant liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorney’s fees and costs of appeal) (hereinafter together referred to as "Losses") to the client. The Service Provider Personnel agrees to indemnify and hold the client harmless and indemnified from and against any Losses, a rising on account of the breach by the Service Provider Personnel of any of the obligations under taken by the Service Provider Personnel under this Agreement

## Outside Employment

You agree that during the period of your employment, you will not, without the prior written approval of the BSHR CONSULTANT PVT LTD, directly or indirectly engage in any outside employment activity relating to any line of business in which client is engaged, or which would otherwise conflict with or adversely affect in any way the performance of your employment obligations to our client.

## Miscellaneous.

* 1. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent service Provider and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other
  2. This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party’s obligations hereunder are in addition to, and not exclusive of, any and all of his, her or its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
  3. Any failure by the client or any of its Affiliates to enforce Service Provider Personnel’s strict performance of any provision of this Agreement will not constitute a waiver of the client or its Affiliate’s right to subsequently enforce such provision or any other provision of this Agreement.
  4. If a provision of this Agreement is held invalid under any applicable law or by a court of competent jurisdiction, such invalidity will not affect any other provisions of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
  5. This Agreement is governed by the laws of India, excluding its conflicts of law rules. In the event of any dispute or difference arising between the Parties hereto in regard to any matter relating to or connected with this Agreement, the same shall be referred to arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and any amendments thereof. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bangalore. This Section shall survive the termination or expiry of this Agreement.
  6. Notices. All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below the Parties’ signatures at the end this Agreement. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section11.6. Service Provider Personnel has executed this Agreement as of the date set forth below.

The provisions contained in Sections 5, 6, 7, 8, 9, 10, 11 shall survive the termination or expiry of this Agreement.

## Accepted

Signature

**Full Name:Damayanti Bihari**

Address:

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Phone No: 8249501470



**DEPUTATION LETTER**

**Candidate Name Anil Kumar**

**Employee ID –112673644**

**S/o- Parhlad Rai**

**Address- Jamalpur**

Dear Anil Kumar,

In reference to your terms of employment contract dated 04-JAN**-202**5 you are hereby deputed to work at Amazon Seller Service PVT LTD LKO1 Lucknow (our client location) w.e.f 04-JAN**-202**5 to 28-JAN-2025. Hereby affirm that the terms of your employment will continue to be with, **BSHR Consultant PVT. LTD**, and at no stage you shall be deemed to be the employee of our client, where you have been deputed under your employment Contract for a temporary period. It is further clarified that the **BSHR Consultant PVT. LTD** will be solely responsible for all the statutory payments and you will have no right to claim the same from our Clients.

**For** **BSHR Consultant PVT. LTD**.

C:\Users\Asus\Downloads\1610015930265 (2).jpg Signature

**Authorized Signatory** **Name:** **Anil Kumar**