

## EMPLOYMENT CONTRACT

between

**Hemmersbach India Private Limited,**  
M/s. Whitefield Area Commerce and Industries Association (WACIA),  
No.40-J, WACIA Road, Mahadevapura post, Bangalore - 560048  
a Company incorporated under the Companies Act, 2013  
- hereinafter referred to as the “**Company**” -

and

Rajkumar Pradip Kumar  
born on 01.06.1999  
residing at No.46, Sakthi Nagar, Opp. Ashok Nagar,  
Alangudi Road, Pudukottai - 622001

- hereinafter referred to as the “**Employee**”<sup>1</sup> -

Each of the aforesaid shall hereinafter be referred to individually as a “**Party**” and collectively as “**Parties**”.

The following employment contract is concluded:

### **1 COMMENCEMENT OF THE EMPLOYMENT CONTRACT**

The employment contract shall commence on 23.11.2021 and end on 22.11.2022.

### **2 PROBATIONARY PERIOD**

- 2.1 A probationary period of six (6) months is agreed and shall end on 22.05.2022. An extension of the probationary period may be determined by the Company in its sole and absolute discretion.
- 2.2 The employment contract may be terminated by either party at any time during the probationary period giving a written notice period of one (1) month to the other party or paying the equivalent of one (1) month’s Basic Salary in lieu of such notice.

### **3 TYPE AND SCOPE OF THE ROLE**

- 3.1 Rajkumar Pradip Kumar is employed as a Global Operations Support Agent.
- 3.2 The Employee shall work exclusively for the Company and shall perform such duties, functions and responsibilities as are customarily associated with such position and as directed by the Company. The Employee will perform his duties with due care, skill and highest professional standards to the satisfaction of the Company’s management. The duties and responsibilities of the Employee are as set out in the job description as attached in **ANNEXURE A**.

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<sup>1</sup> References to the masculine form always refer to both male and female employees. For the purposes of simplification the masculine form is used.

- 3.3 The nature of the Company's business requires that the Employee is flexible in his approach to work in order to service its best interests. Accordingly, the Employee agrees that the Company may at any time vary the position, scope of duties, and responsibilities of the Employee. The Employee may be required to undertake different duties or reporting line be changed in order to take into account the changing needs of the Company's business and Employee's role within it.
- 3.4 The Employee is employed to work at the Bangalore site. It is possible that the Employee may be relocated to a different site due to a project at any time for operational reasons. No expenses will be payable to the Employee for relocation/travel etc. for the purposes of joining.
- 3.5 Clauses 3.3 and 3.4 shall not affect the remuneration provisions.
- 3.6 The Employee shall serve the Company faithfully, conscientiously and to the best of his ability and shall promote the interests and reputation of the Company. The Employee will abide by the time schedule and holiday schedule of the Company and will show due commitment and diligence in his work.
- 3.7 The Employee shall place all of his work capacity at the Company's disposal. The Company shall be informed in writing of any secondary employment. Secondary employment which affects the work assignments of the Employee and the legitimate commercial interests of the Company may only be exercised after consent has been given. During the term of this employment contract the Employee may not conclude any business transactions on his own behalf or on account of a third party.
- 3.8 Unless prevented by sickness or disability, the Employee shall devote all of his time, attention, knowledge, energy and skills during normal working hours and at such other times as the Employee's duties and responsibilities may require. The working hours are however to be placed in accordance with Company, client and project requirements. The Employee understands that as the Company works with strong global interactions, there will be a need for meetings, conference calls at different timings and days including holidays.
- 3.9 The Employee is obligated to participate in the improvement and reduction in price of work procedures and distribution procedures.

#### **4 WORKING HOURS**

- 4.1 The Employee will place his entire effort, knowledge, and skill in the service of the Company. She shall work a minimum of 40 (forty) hours on five days per week. She is obliged, however, to be available for the Company at any time, as far as the concerns of the Company require, and to attend to its interests without any entitlement to overtime pay or other compensation.
- 4.2 [The Employee is obligated to be available to be on-call or on-standby. The frequency and scope of being on-call / on-standby shall be determined by the department.]
- 4.3 Daily starting and finishing times and breaks shall comply with the respective company operational arrangements. The Company is entitled to make changes to this.

#### **5 REMUNERATION**

- 5.1 The Employee shall receive an annual salary in the amount of INR 2,58,000.00 gross. The remuneration is to be paid in Indian Rupees in twelve (12) equal parts.
- 5.2 Payment shall be made on the last day of the month by bank transfer to a bank account of the Employee, details of which shall be given within one (1) week of the conclusion of the contract.
- 5.3 The remunerations paid to the Employee shall be subject to usual statutory and other deductions, including tax and any other contributions normally required to be withheld by an Employer under applicable laws in India.

- 5.4 The Employee shall be solely responsible for paying any taxes direct or indirect, State or local and other obligations and the filing of any required returns or other information relating hereto.
- 5.5 The Employee is obligated to keep the amount of his payments confidential.

## **6 ACCEPTING THIRD-PARTY BENEFITS**

The Company is committed to ensuring all business relationships with suppliers and clients are legal and based on professional integrity. The Employee shall strictly adhere to Company's business conduct and Integrity policy and refrain from accepting gifts from Vendors / Suppliers / Customers / Other agencies at all times. The Employee is obligated to immediately inform the Company of any such attempts made towards him.

## **7 OVERTIME/OVERTIME PAY**

The Employee is permitted trust-based working hours. In return any overtime worked is compensated in full by salary without any additional entitlement to overtime pay or other compensation.

## **8 INABILITY TO ATTEND TO WORK**

- 8.1 Any inability to carry out duties shall be reported to the Country Manager or direct supervisor immediately, as well as the duration and the reason. This must be done between 8:00 a.m. at the earliest and 9:00 a.m. at the latest (**sick report**).
- 8.2 On the last day of absence from work the Country Manager or direct supervisor shall be informed about when the employee will resume his/her work by phone. This must be done by 4:00 p.m. at the latest (**recovery report**).
- 8.3 If the Employee is ill for longer than two (2) days, a doctor's note regarding his inability to attend work and the expected duration shall be provided not later than on the third (3) day after the commencement of the inability to work. A new doctor's note shall be submitted on the next working day after the expiry of the expected duration of the inability to attend work as stated in the doctor's note.
- 8.4 If the Employee repeatedly and, despite warnings, fails to inform the Company of his illness and / or fails to present the Company with a doctor's note, the Company is entitled to terminate the employment contract without adhering to a notice period.

## **9 CONTINUED REMUNERATION WHEN UNABLE TO ATTEND WORK**

- 9.1 If the Employee is not able to attend work due to illness, he shall be entitled to a maximum of twelve (12) days per annum of paid sick leave.
- 9.2 Accrued sick leave can't be carried over to the next calendar year.
- 9.3 Paid sick leave may not be used to extend a holiday or vacation and once an employee has given notice to quit. Sick leave will not be paid out upon the termination.
- 9.4 If the Employee has the right to claim damages from a third party regarding loss of earnings which he is entitled to because he is unable to attend work, he hereby assigns this right to the Company if his salary continues to be paid while he is unable to attend work.
- 9.5 In accordance with the agreed regulations above, the Employee shall, in particular, immediately provide the Company with all information necessary to enforce their claim for damages.
- 9.6 The Employee is further advised that the Company is entitled to refuse to continue to pay his remuneration if the Employee has not satisfied his obligations arising from section 8 and 9 of this contract.
- 9.7 The Employee shall not be entitled to payment in lieu of not availed sick leave at any time.

## **10 ANNUAL LEAVE**

- 10.1 The Employee shall receive 18 (eighteen) working days of annual/privileged leave with full pay per calendar year. If the employment contract is not in force for a whole year, the Employee shall receive 1/12 of his annual leave entitlement for each completed calendar month.
- 10.2 The Company must approve when annual leave is taken. The Employee must request annual leave in good time. Annual leave must be discussed with the Head of Department and must abide by the valid arrangements regarding absence cover in the respective area. Disrupting normal business operations is to be avoided at all costs.
- 10.3 Annual leave must be taken in the current leave year. The leave year begins on January 01st and ends on December 31st. Carrying annual leave over to the next calendar year is only permitted with the consent of the Company. In the event annual leave is carried over, it must be taken by March 31st of the following year at the latest.  
  
Exceptions to this require special management approval.
- 10.4 Upon termination of the Employment (however occasioned) the Employee shall be paid in lieu of any accrued and not availed annual leave to which the Employee becomes entitled during the Employment. Payment for accrued annual leave shall be calculated on the basis of the rate of the Basic Salary. The Annual term shall be calculated exclusive of public holidays.
- 10.5 The Employee is entitled to 7 days of Public Holidays, which are defined as per Company policy. The Company is entitled to change these Public Holidays due to operational reasons at any time.
- 10.6 The Employee shall be entitled to 2 (two) days paid casual leave per calendar year. This leave is available to use as it is accrued. Accrued leave can't be carried over to the next calendar year.
- 10.7 Any leave is subject to approval by the Company and shall be in accordance with the relevant regulations regarding temporary replacements. Interruption of business operations has to be avoided.

## **11 TERMINATION OF THE EMPLOYMENT CONTRACT**

- 11.1 As stated in section 1 this employment contract is for a fixed term until 22.11.2022 and shall end on that date without notice having to be given.
- 11.2 On completion of the probation period, either initial, or extended, as the case may be, the Employment of the Employee with the Company will end as defined under clause 1.
- 11.3 Either party can terminate this Agreement with a written notice of two (2) months or two (2) months' salary in lieu of notice. The official notification becomes valid upon arrival of delivery.
- 11.4 In any case of notice, the Company is entitled to release the Employee from work under deduction of any vacation time remaining due up to the expiration of the period of notice.
- 11.5 The right to terminate the Contract extraordinarily remains unaffected. In particular and without prejudice to the generality of the foregoing provision, the Company shall be entitled to terminate the Contract summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Contract of Employment and to the Employee's continuing obligations) in any of the following events:
  - (a) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied term of this Contract.
  - (b) If the Employee commits any serious or wilful or persistent breach or breaches of any express or implied Company policy.

- (c) If the Company has good reason to believe that the Employee has committed any criminal offence or been guilty of any dishonesty or serious misconduct whether during the performance of his duties or otherwise.
- (d) If the Employee's petitions for bankruptcy or has a bankruptcy order made against him or applies to take the benefit of any legislation for the relief of insolvent debtors or if he makes any composition with his creditors.
- (e) If any information relating to the Employee's suitability for Employment by the Company and provided in the course of applying for Employment is found to be materially false or misleading.

11.6 A notice by the Employee may be submitted to the Supervisor/Director / Managing Director of the Company.

11.7 It is not permitted to terminate the employment contract giving proper notice before the agreed start date.

11.8 Upon cessation of this employment contract or in the event that the Company has granted leave from duty, the Employee must immediately and completely release to the Company all documents, objects and data regarding the affairs of the Company, especially keys, badges, telephones, computers, books, models, and recordings of any type including any duplicates for copies in his possession. The Employee acknowledges that all objects and data are the property of the Company and therefore he has no right to retention. If the Company property is not returned, a fee of INR 3,500.00 (three thousand five hundred) shall be deducted from the salary of the Employee.

11.9 The employment contract shall cease automatically without notice of termination upon expiry of the month in which the Employee reaches the age of 65 or when a total loss of working capacity is ascertained.

## **12 CONFIDENTIALTY**

12.1 The Employee is obligated to keep all confidential matters, in particular business and trade secrets of the Company, and companies and persons affiliated with the Company strictly confidential. This obligation shall also continue to persist after the cessation of the employment contract.

12.2 All documents relating to the Company or to companies and persons affiliated with the Company, in particular all notes, specifications for tenders and contracts, records, reports, correspondence and similar documents including any copies thereof, all data carriers/data and all items provided to the Employee shall be handled with care and may only be used for business purposes. Removing these items from the business premises or a reproduction of the data/items is prohibited.

12.3 When the employment contract ends or upon commencement of a leave of absence when notice to terminate the employment contract has been given the Employee shall return to the Company unprompted all documents, data carriers and items in his possession which were provided to him during his employment. During the period of the employment contract this is to be done if ordered to do so. This applies correspondingly to non-physical information and materials, such as computer programs and other data, for example. The Employee is not permitted to retain back-ups of these.

12.4 The Employee is obligated to keep individual arrangements in or regarding this contract of employment confidential towards third parties. This includes in particular salary and, in case of fixed term contracts, the duration.

## **13 REPORTING CHANGES**

Changes to marital status, place of residence and matters which could cause special statutory privileges, e.g. severe disablement and other matters which are important to the Company, shall be reported to the Company immediately.

## **14 CODE OF CONDUCT**

- 14.1 The Employee shall strictly adhere to the Company's code of conduct and all the disciplinary rules and regulations as in force from time to time.
- 14.2 The Employee shall refrain from engaging in any illegal or immoral activities within Company premises as well outside which can bring disrepute to the Company.
- 14.3 The Employee shall not use Company's assets and facilities for their private use without prior information and approval from his supervisor. The Employee shall refrain from doing his personal work / private business during the office working hours.
- 14.4 Whilst the Company encourages the use of email and the internet to aid communication and improve efficiency, inappropriate use of these systems can cause serious problems which may involve legal claims against both the Company and individual Employee. In line with the Hemmersbach Group, therefore the Employee agrees to abide by the rules of the Company Policy.

## **15 USE OF EQUIPMENT**

The Employee undertakes to comply with the rules of the Company in force from time to time concerning the use of materials, equipment and computer systems of the Company and the Group Companies. The Employee gives his consent to a representative of the Company gaining access to the email of the Employee in case of absence or in order to protect the interest of the Company.

## **16 DATA PROTECTION**

Any data arising due to and during the employment will be stored and processed in the headquarters of the Hemmersbach Group, based in Nuremberg, Germany. Both parties shall therefore adhere to the statutory stipulations of the General Data Protection Regulation (GDPR) under European law, while considering the local data protection requirements. The Employee gives his consent to the Company and the Hemmersbach Group of Companies processing and transferring work related data (including data relating to sickness affecting the performance of the Employee) within India and abroad as the case may be for purposes related to the Employment, other administrative purposes or any other purpose related to the collection, storage or transfer of personal data in compliance with applicable Indian law.

## **17 BACKGROUND CHECK**

- 17.1 The Employee agrees to provide the Company with an official document issued by the police or a governmental agency (e.g. criminal record / certificate of good conduct) in order to testify any criminal records as part of a background check. This certificate or at least the confirmation of the request should be presented to the Company at the latest on the first working day.
- 17.2 The Employee agrees to undergo further background checks (e.g. advanced security vetting), if these are or will be required for the role.

## **18 WRITTEN FORM AND EXISTENCE OF THE CONTRACT**

- 18.1 Ancillary agreements and amendments are only valid, if they are in writing, signed and have approval by decision of the Shareholders' meeting; this also applies to the waiver of this written form requirement.
- 18.2 If one of the provisions of this contract is or becomes invalid, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case the contract shall be executed as the Parties intended. If the validity of a provision of performance or time is affected, it shall be replaced by the provision permitted by law.

## 19 JURISDICTION

The terms of this Agreement shall be construed in accordance with the laws of India and both parties irrevocably submit to the jurisdiction of the Courts of Bangalore to settle any disputes that may arise in connection with this Employment.

## 20 COPIES OF THIS CONTRACT

The Company and the Employee have each received one copy of this contract.

## 21 MISCELLANEOUS

- 21.1 The Employee is not permitted to use the Company's Internet or telephone for private purposes Likewise sending private emails is prohibited.
- 21.2 Working or driving a company car under the influence of alcohol or drugs is strictly prohibited.
- 21.3 The company shall be informed in writing of the loss of your driving licence including information regarding the duration of and reason for said loss. If a driving licence is required to carry out his role the Company reserves the right to terminate the employment contract without notice.
- 21.4 The Company is entitled to save all use of the email system and the Internet in order to monitor adherence to the above provisions using the saved data for a maximum duration of three months.

The undersigned hereby acknowledge that they have read and fully understand the terms of this Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first below written.

Date: 18.11.2021

Date: 18.11.2021



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Rajkumar Pradip Kumar

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Mr. Kunal Verma  
Country Manager, India  
Hemmersbach India Private Limited

Enclosure:

Annexure A: Job Description

## Annexure A

### JOB DESCRIPTION

Position: Global Operations Support Agent  
Job Family: Admin-Operations  
Reports to: Team lead-Operations, Manager, Country Manager

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The employee is expected to perform his / her duties as outlined here. The continuity of this contract is dependent upon the fulfillments of the job responsibilities expressed therein. In some circumstances the employee may also be required to perform tasks other than those stated here and is expected to do so with the utmost diligence and professionalism. This shall not affect the remuneration provisions.

For project requirements, the employee might be required to work on project shift duty based on project need.

#### **Job Purpose:**

To undertake all administrative tasks and activities in a professional and timely manner and in accordance with all internal process requirements. To adhere to the Hemmersbach Service Delivery Code (SDC) and all other Hemmersbach standards in the corresponding field of service or customer account. To break the company's annual BIG THREE goals down into realizable tasks, which are incorporated into the daily routine

#### **Responsibilities and Accountabilities:**

- ✓ Proactively manage their areas of responsibility, in particular ensuring that Hemmersbach delivers a high level of internal and external customer satisfaction, which also meets the business goals.
- ✓ Ensure all work is delivered consistently and in accordance with lead measures and Key Performance Indicators (KPIs).
- ✓ Work on day-to-day activities, such as responding to tickets and implementing processes in order to help things run smoothly.
- ✓ Communicate with all levels of Hemmersbach Management, which includes producing reports to a high standard in a timely manner with accurate data.
- ✓ Proactively improve personal skills to achieve better performance and to improve the quality of daily business.

#### **Review of this Job Description**

This job description is an indicator of general areas of activity and will be amended in light of the changing needs of the organisation. Additionally, the skill development of every employee in this position will be determined once a year via the categorization and feedback procedure.

I, Rajkumar Pradip Kumar hereby accept and agree the terms and conditions of employment set out in this Job Description.

18.11.2021  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rajkumar Pradip Kumar