



## Private and Confidential

Dear

Further to our discussions, the Management is pleased to offer you a position in the service of CareerBuilder .com India Private Limited (herein referred to as CareerBuilder India) in accordance with the following terms and conditions:

Annual Salary:

Bonus %:

Manager:

Date of joining:



### **Probationary Period**

You shall be required to undergo on-the-job training for a period of six months. (“Probation Period”).

Upon successful completion of the Probation Period, the Company shall confirm your employment in writing.

### **Emoluments & Leave**

#### *Consolidated Salary*

The Company will deduct from your total emoluments such amounts as are required to be deducted at source under the Income Tax Act or any other law for the time being in force in India.

You will also be entitled to a discretionary bonus. Your annual bonus target will be 10% of your annual emolument. Refer to “EMEA and APAC Operations Bonus Plan” for more information.

#### *Salary Revision*

Your salary will be revised as per the existing policy of the company, which is presently once in a year. This is contingent upon satisfactory performance on the job.



### *Leave*

As per the rules of the Company in force from time to time.

### **Particulars:**

You have stated the following information about your situation to be true:

- Name:
- Father's Name:
- Date of Birth:
- Address

In the event of a change in the address or phone given by you, you shall immediately, and in writing, inform the Management of the Establishment where you are posted of such change. Any communication or notice required to be forwarded to you by the Company shall, if such communication or notice is forwarded by post to your last residential address as per the Company's records and notwithstanding the return thereof by the postal authorities for any reason whatsoever, be deemed to be complete compliance by the Company of the requirement, if any, of so forwarding to you the said communication or notice.

### **Duties**

You shall perform Software Engineer II duties within your role at CareerBuilder India.

### **Duty Hours**

You will be required to work 5 days a week for 8 hours a day (i.e. from 0930 to 1800 hrs, including lunch break for the duration of 30 minutes). However as situation arises and as the need demands, the employee may be asked to work beyond regular hours, as advised by the Management from time to time, but no more than 48 hours in any work week.

### **Transfer**

You have initially been posted at the CareerBuilder India office located at: Unit No.3401, 4th Floor, Tower 3, Express Trade Towers 2, B-36, Sector 132, Expressway, Noida 201 301 (UP), India. However, you are liable to be transferred at any time from one job to another, from one post to another, from one Department/Section to another, from one Establishment to another, owned, operated or managed by the Company, or any of its associated Companies in India or abroad without any extra remuneration. On such transfer you will be governed by the terms and conditions of service applicable to your category of employees in the Establishment to which you are transferred.

### **Exclusiveness**

You will be in the exclusive employment of the Company and will not engage yourself alone or in company with any other person in any work or business similar to, or directly in conflict with, the interests of the Company in any manner.



### **Superannuation**

Unless terminated earlier for any reason, you will retire from the services of the Company on attaining 58 years of age and for this purpose the official record of your date of birth available with the Company will be treated as conclusive proof of your age.

### **Termination of Service**

Both you and the company will have an option of terminating the employment.

During the Probation Period, either party may exercise this option at any time by providing the other party with seven days' written notice. However, the company may, at its discretion, provide you with seven days' remuneration (including all allowances) in lieu of such notice or as the case may be, adjust your salary lying to your credit, in lieu of such notice.

After the Probation Period, either party may exercise this option at any time by providing the other party with thirty days' written notice. However, the company may, at its discretion, provide you with thirty days' remuneration (including all allowances) in lieu of such notice or as the case may be, adjust your salary lying to your credit, in lieu of such notice.

Your employment may, however, be terminated forthwith without notice or payment in lieu of notice should you be found guilty of any breach or neglect of any of the terms of this letter or of the company's Policies or any duties which may from time to time be assigned to you by the company.

### **Confidentiality**

- a) During the term of your employment you shall receive and maintain all Confidential Information which you have obtained in connection with rendering services to the Company hereunder or to any Associate or Group Company thereof, in the strictest confidence and trust.
- b) In the event that you become legally compelled to disclose any Confidential Information, you shall give sufficient notice to the Company so as to enable it to seek a timely protective order or any other appropriate relief. If such order or other relief cannot be obtained, you shall make disclosure of the Confidential Information only to the extent that is legally required of you and no further.
- c) For the purpose of this Clause, the term "Confidential Information" shall include all information (verbal or documented) relating to the business of the Company and shall specifically include the following:
  - i) Customer data, in particular, names, addresses, sales figures and sales conditions of buyers and users of the software and hardware of the Company or that of its Associate or Group Companies.
  - ii) Distribution data, in particular, names, addresses, sales figures and sales conditions of distributors, agents and licenses of the Company or that of its Associate or Group Companies.
  - iii) Manufacturing data, in particular, procurement and manufacturing costs, discounts, commissions and other credits relating to the software and hardware of the Company or that of its Associate or Group Companies.
  - iv) Supplier's data, in particular, names, addresses, sales figures and sales condition of suppliers of software and hardware.
  - v) Business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements and joint ventures to which the Company or any of its Associate or Group Companies is party.



- vi) Software data, particularly information relating to the application software of the Company or any of its Associate or Group Companies and the parts thereof as well as the devices designed by them to prevent unauthorized copying.
  - vii) Research and development data, particularly information relating to the software and hardware developments of the Company or any of its Associate or Group Companies.
  - viii) Financial data, in particular, concerning budgets, costs and revenue calculations, sales figures, financial statements, profit expectations and inventories of the Company or any of its Associate or Group Companies.
  - ix) Personnel data, particularly names and addresses of shareholders, employees, business associates and customers of the Company or any of its Associate or Group Companies and information relating to the financial situation of such persons.
  - x) The copyright in the program shall vest in and belong to the company and you shall do all necessary acts, deeds, matters and things as may be required by the company to effectively and entirely vest the intellectual property rights in the program exclusively to the company.
- d) For the removal of doubts, the term “Confidential Information” shall include any tangible expression of such information mentioned above and including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto and shall further include any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.
- e) Any information, which is found in your possession, shall be presumed to have been obtained by you in connection with rendering services to the employer.
- f) Notwithstanding anything contained in this Appointment Letter, the provisions of this Clause shall continue to be applicable and to bind you without limit in point of time except and until such information enters the public domain.
- g) You shall only make such notes, copies, photocopies, backups, or other written, photographic or computer generated records relating to the Confidential Information as are absolutely necessary. Notwithstanding anything to the contrary contained in this Appointment Letter, and in particular, Clause (a) herein above, in the event of the termination of your employment with the Company, all the copies of the Confidential Information, howsoever generated, that remain in your possession at the time of such termination shall be returned to the Company forthwith and you hereby undertake not to use the Confidential Information subsequent to such termination for the purposes of business or commercial gain.
- h) During your tenure with the company you will not either directly or indirectly disclose your salary or other benefits to any other employee, with the exception of your immediate supervisor and the company’s Chief Accountant. In particular, you agree to avoid entering into discussions on comparative salaries and benefits with other employees of the company.

### Service Conditions

At all times, you shall be governed by such service conditions of CareerBuilder India, as may be in force from time to time. You will also carry out and abide by any instructions, house rules and office orders issued by the Management from time to time and the same will be deemed to be a part of this offer of employment.

Your continuation in service will also be subject to a satisfactory verification of your credentials, testimonials, etc., and the details given by you in your application form as per the Declaration solemnly affirmed by you



therein. Your services shall be terminated without notice if at any time you have been found to have concealed any material information or to have given any false details.

If the above terms and conditions are acceptable to you, kindly confirm acceptance by signing and returning the duplicate of this letter.

We extend our warm welcome and look forward to a long and successful association between you and CareerBuilder India!

Sincerely,

**Not a real offer!**

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I hereby accept the offer of employment made to me and agree to fully comply with the above terms and regulations. I will join the service of the company effective on the date of:

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

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

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