

15<sup>th</sup> July 2022

Dear Michelle,

Welcome to Mango Business Services!

We are pleased to offer you a career opportunity with Mango Business Services.

Based on your interview, you have been selected as a Trainee – Admin Para Planning (Australia) in our team at our Mapusa office.

We believe we are unique in several ways – our equal strengths in BPO; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards employment, initiative, flawless executive and leadership. In return, we promise to provide you a platform to grow and fulfill your personal and professional goals. We look for self- driven professionals like you who would partner the future growth of our organization. We are confident that with your skills, competencies and capabilities, you would be a valuable addition to our team.

The standard duration of our training program will be for a period of 3 months and extendable by a month. The management reserves the right to increase the training duration at its discretion based on your learning ability. During your training period, you will be paid a stipend of **Rs.14,000** per month. The cost of the training shall be borne by Mango Business Services. In case you decide to leave during the training period, you will have to forego the stipend amount and you will have to repay the stipend paid by **Mango Business Services**. No leaves are allowed during the training period. Management has the right to terminate your training at any point of time without pay, if your performance is found unsuitable.

Upon successful completion of your training, you will be hired as Executive as per Organizational structure and will be placed on probation for 6 months. You will be paid salary of Rs. 18,000 per month i.e. Rs. 2,16,000 per annum (Rupees Two Lakh Sixteen Thousand Only) subject to satisfactory output of the task assigned as per client's requirement. As per statutory requirements and Mango Business Services policies, the deductions in your salary will be ESI, Provident fund and/or any other standard deductions as applicable from time to time. However, presently the salary shall be paid without any deduction. Your salary will be payable in accordance with the organization's standard payment schedule.

By signing this offer you confirm that you have no other contractual commitments or other legal obligations that would prohibit you from performing your duties to the organization. Please signify your acceptance of these terms and conditions by signing this letter and returning it to us at the earliest.

Office No.1, 4<sup>th</sup> Floor, Buildmore Business Park, Canca Bypass Road, Ximer, Khorlim, Mapusa, Goa - 403 507 contactus@mbsco.in



Please endorse your acceptance by duly signing this letter electronically and send it back to us via email before the joining date. You are also required to submit all your documents in softcopies before the joining date.

We look forward to you joining us at our Mapusa office.

Yours sincerely,

Prashant Pavaskar Managing Partner



Upon your acceptance of this job offer, the below processes follow:

- You will be required to complete your profile and attach all supporting documents prior to joining Mango Business Services.
- At the time of joining Mango Business Services, the following original copies of documents and information must be made available to us for verification on your first day in order to complete your on-boarding process:

Sl.no	Documents
1	To Process your Salary – PAN Card copy is mandatory.  If you do not have a PAN Card- apply for it online using the said URL <a href="https://tin.tin.nsdl.com/pan/index.html">https://tin.tin.nsdl.com/pan/index.html</a>
2	Age Proof Certificate – Birth Certificate/ (School Certificates if SSC / HSC)
3	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets
4	Your latest salary slips or salary certificate in case of experience
5	Experience Proof – Relieving letter from previous employers (if previously employed). The relieving letter or resignation acceptance need to be submitted in original
6	Copy of Photo ID Proof (Passport, Driver's License, Voter ID, PAN Card)
7	Form 16 or Taxable income statement duly certified by previous employer in case applicable (Statement showing deductions and Taxable Income with break up) till the last date of your employment with them along with PAN number if available.
8	2 Passport Size Photographs
9	Copy of your updated resume

Please note that there will be TDS deduction band on your IT computation as applicable.

- Original copies of the required documents need to be submitted. These original certificates will be returned to you after due verification.
- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents / certificates given by you as a proof in support of the above, the organization reserves the right to revoke the offer.



- It is essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this, we would like to have the following information ready with you to be used during your joining formalities:
  - o DOB and Name of Father, Mother, Spouse, Child / Children
  - o Educational details with the passing year
  - o Your past experience details with the exact years and role played
  - o Blood Group
  - o Your Savings Bank details & Account number
  - o Your PAN Number



## **ANNEXURE - 1**

#### TERMS OF EMPLOYMENT

Your employment at Mango Business Services will be governed by the firm's policies as modified from time to time.

In particular, and without prejudice, to the following statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

### 1. Hours of Work

- 1.1 A working day shall comprise of eight working hours in a day, break of 1 hour duration is excluded.
- 1.2 You may be required to work on regular shift. The shift timings may change from time to time which will be notified to you in advance.
- 1.3 You may be required to do overtime from time to time as determined by the management in case required.

# 2. Place of Employment

2.1 During your employment with Mango Business Services, you will be liable to be transferred to any of our office in Goa or deputed to any office outside the State of Goa.

#### 3. Accountability

3.1 You will report to the Operations in-charge and in absence shall report to the Responsibility Manager of Mango Business Services. Mango Business Services reserves the right to change the reporting authority from time to time.

#### 4. Probation

4.1 You will be on probation for a period of **6** (six) months with effect from completion of training. In the event of you not being able to attain the standards required for confirmation of your services, this period or probation may be extended by the Management. The probation cannot be extended for more than 1 (one) year. Upon completion of the probationary period to the satisfaction of the Management, the Management will confirm your appointment in writing. If you do not receive such a confirmation notification via email at the end of the probationary period, you will continue to be on probation till you receive the confirmation notification from the Management or till your services are terminated. Your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, and without assigning any reason thereof, after the payment of balance salary payable based on the actual number of days worked by employee in the said month.



### 5. Salary and Benefits

- 5.1 Our salary cycle is first day of the month to last day of the month and salary will be paid by the seventh of the following month (i.e. salary cycle will be 1<sup>st</sup> January to 31<sup>st</sup> January, and salary will be paid by 7<sup>th</sup> February).
- 5.2 Salary shall be reviewed after completion of one year from the date of commencement of probation and shall be based on annual performance. Our annual performance review date will be in the month of April or as per the month of completion of annual cycle. Thereafter, your annual salary reviews will be in the month when annual cycle is completed each calendar year.
- 5.3 Notwithstanding the provisions of Clause 4.1, you acknowledge that it is Mango Business Services policy to review the salary payable to its employees for successive financial years and such reviewed salary may be revisable at the discretion of the management of Mango Business Services depending upon the overall performance of the organization.

# 6. Leave Entitlement Policy

- 6.1 A list of public holidays shall be published in the beginning of the year and displayed in the office. Additional Public Holidays will be declared at management's sole discretion.
- 6.2 Should you be absent on account of illness, you must immediately notify your reporting managers at least one hour prior to your start time if you are sick and unable to make it to work, by phone or otherwise, and produce a medical certificate upon returning to work. If you are sick for more than 2 consecutive days, please attach a doctor's certification while applying for sick leave.
- 6.3 The organization shall not bear the cost of any medical expenses arising out of self-inflicted or unlawful acts, dental and optical consultation, from abortion, from sexually transmitted diseases and hospitalization for any kind of illness or injuries.
- 6.4 You will be entitled to 8 days of sick leave.
- 6.5 If you work a full day on a public holiday or weekend, you can request for Compensatory leave. Upon approval, you will see a credit which can be utilised during the calendar year.
- 7. You will be entitled to 14 days of Annual Leave upon completion of twelve months of continuous service with the organization from commencement of Probation period. Leave entitlement will be auto calculated and will be allocated for each quarter in advance. For example, for the January quarter, leaves for the quarter will be made available on the 1st of January. However, Executive trainees are not entitled to annual leaves.



- 8. Annual Leave must be applied to the management 30 days in advance. Advance and Emergency Leave will only be granted at the management's discretion. No Annual Leave is allowed in the first 3 months of employment. Any absence from work during this period will be treated as loss of pay.
- **9.** Leaves need to be utilised every six months. i.e. January to June leaves should be used within this period. There will be no carry forward.
- **10.** This contract shall be deemed to have been breached by you if you are absent from work for more than two consecutive working days without informing the management prior to your absence.

#### 11. Termination

11.1 Your employment with Mango Business Services is subject to termination on:

This employment can be terminated by either party by giving **1 month** notice in writing during the probationary period and, upon and after confirmation, **2 months** prior notice in writing and on completion of 2 years of service, **3 months** prior notice in writing. Start of probation shall be the reference date for number of completion of years of service. However, your services are liable to be terminated by the Management at any time during your probationary period, including the extended period of probation, if any, without any notice, and without assigning any reason thereof, after the payment of balance salary payable based on the actual number of days worked by employee in the said month as mentioned in clause 4.1.

- **12.** Mango Business Services reserved the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
- 12.1 For abundant caution, it is hereby clarified that you cannot waive the notice period requirement. In the event that you wish to terminate your employment with Mango Business Services, and that your termination/ resignation letter will be accepted by Mango Business Services on your satisfying the mandatory notice period as stated in Mango Business Services HR Handbook. Further, till such time as Mango Business Services accepts your resignation letter, you will be deemed to be an employee of Mango Business Services and the terms and conditions of your employment will still continue to bind you.
- 12.2 Mango Business Services shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:



- 12.2.1 You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Mango Business Services policies and code of conduct; or
- 12.2.2 You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an un-discharged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.), sexual/gender harassment or commit any act which in the opinion of Mango Business Services is likely to bring Mango Business Services any disrepute, whether or not such act is directly related to the affairs of Mango Business Services; or
- 12.2.3 You commit any breach of any of your duties or obligations under this agreement of the policies of Mango Business Services.
- 12.2.3.1 There is a discrepancy in the copies of the documents/ certificates given by you as a proof of support of the information provided by you. In the event of termination under Clause 11.1, you shall not be entitled to any benefits whatsoever.

## 13. Mode of Communication

- 13.1 For any service of notice of communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.
- 13.2 It is the responsibility of the employee to keep their personal contact information including mobile number, email id and residential address up to date with Mango Business Services and also to notify duly any changes thereof.

#### 14. Confidentiality

- 14.1 You agree at all times during the term of your employment and thereafter (Without limit of time):
- 14.2 To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of Mango Business Services, and
- 14.3 Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Mango Business Services.
- 14.4 You agree to return to Mango Business Services all proprietary information, including physical copies on paper, laptop, hard drive, pen drive, disk, and other accesories, upon completion or termination of any project or upon cessation of your employment with Mango.



14.5 For the purpose of Clause 14.2, "Confidential Information" means any of Mango Business Services' proprietary or confidential information, technical data, trade secrets or know – how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by

you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of Mango Business Services with whom you become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filled by Mango Business Services in any country or jurisdiction (until the same is generally available to the public), and any other business information of Mango Business Services including business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal organization publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, and information which is common to the business of Mango Business Services or which is generally known outside Mango Business Services.

14.6 You understand that retaining the confidential nature of the confidential information is of utmost importance to the business Mango Business Services and in addition to the terms of stipulated in this agreement herein you agree to execute a Non-Disclosure Agreement with Mango Business Services.

# 15. Intellectual Property

15.1 You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/ or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with other and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Mango Business Services shall belong to Mango Business Services absolutely.



15.2 You agree, at Mango Business Services expense, to provide, during and after this employment, all such assistance as Mango Business Services reasonably considers necessary, to secure the vesting of such rights in Mango Business Services or Terms of Employment Mango Business Services its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

#### 16. Retirement

16.1 Your age of retirement from the service will be on completion of 60 years.

# 17. Professional Relationship

- 17.1 All contact between you and Mango Business Services and its associates' clients will be through official email and other means via an approved professional login.
- 17.2 You shall maintain a professional working relationship with Mango Business Services and its associates' clients and shall not contact them outside the specified working hours.
- 17.3 You are prohibited from connecting or interacting with any of Mango Business Services and its associates' clients on social media.
- 17.4 You are prohibited from discussing matters which are non-work related during and after the specified working hours.

#### 18. General

- 18.1 The employer and employee agree to use their best efforts to settle any dispute arising from the interpretation or performance of this Agreement through negotiations for a period of at least 3 months. This agreement contains the entire agreement between the employee and Mango Business Services, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties hereto. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.
- 18.2 This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of India.
- 18.3 This agreement shall remain current and in force, irrespective of whether you are under employment of Mango Business Services or not.



18.4 Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a conditions precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

# 19. Non-Compete

19.1 By joining Mango Business Services as Executive Trainee/Executive, you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 1 year after the termination of your employment with the Mango Business Services.

# **Acknowledgement and Acceptance of Appointment by Mango Business Services**

I, Michelle Cleta Dias have read and understood the above terms and conditions governing my employment with the organization and hereby accept the above – mentioned appointment in totality.

I confirm my acceptance of the offer and shall report at the Mapusa office on 2nd, August 2022.

Signature:

Name: Michelle Cleta Dias

**Date:** 15 th July 2022