



Private and Confidential

July 28, 2022

Ajay Nair
By Mail

Dear Ajay :

Confirming our discussions, we are pleased to extend to you a formal offer of employment at Institutional Shareholder Services India Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of **JUNIOR ANALYST** for **DEVELOPMENT**.

For fiscal year 2023, your annual base salary will be **INR 1,199,219** paid in monthly installments, pro-rated from your date of hire through the end of the fiscal year. Your monthly base salary will be one-twelfth of your annualized amount and will be paid in INR.

You may be eligible to receive an annual discretionary bonus. Any bonus would be at ISS' sole discretion, would generally be contingent on both individual and Company performance and would also be pro-rated from the date you commence employment. Any bonus would only be earned if you remain employed through, and do not give notice of termination of your employment prior to, the date of payment of the bonus. All payments are subject to applicable withholdings and deductions.

For the fiscal year 2023, your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	599,610	INR p.a.
B. Housing Allowance (includes optional Leave Travel Allowance)	539,010	INR p.a.
C. Other Allowance	34,200	INR p.a.
D. Meal Allowance	26,400	INR p.a.
<u>E. Base Salary</u>	1,199,219	INR p.a.
F. Firm's contribution to Provident Fund	71,953	INR p.a.
G. Gratuity accrual (Defined Benefit)	28,827	INR p.a.
<u>Cost to Company</u>	1,300,000	INR p.a.

INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, Nesco IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai – 400063

ISSGOVERNANCE.COM

Your Basic salary is calculated as 1/2 of your Base salary. Housing Allowance is calculated as Base salary minus the sum of Basic salary, Meal allowance and Other Allowance. All components of base salary will be paid in monthly installments. Your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of ISS's 2023 fiscal year.

As mentioned above, consistent with the Firm's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as ISS restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Firm's compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the vesting dates of the award.

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Medical claim program, subject to a total annual limit of Rs.600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of ISS, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines) .

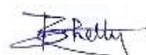
Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to [Annexure I](#) for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the ISS Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. A copy of Code of Conduct is enclosed herewith. In addition you will



be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the ISS Legal and Compliance Department.

Data privacy

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.

Probation and other Contingencies

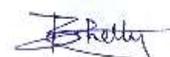
Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice. The Company shall have the option to terminate your services by paying you fourteen days of base salary in lieu of notice. In the event that you do not serve the required notice period of fourteen days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' written notice. The Firm shall have the option to terminate your services by paying you 60 days base salary in lieu of notice. In the event that you do not serve the required notice period of 60 days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. The Firm reserves the right to change the abovementioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

Additional steps

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.



- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India.

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

Sincerely,
 For and behalf of Institutional Shareholder Services India Private Limited



BhagyaJyoti Shetty
 Associate Vice President
 Recruitment, Human Resources - Asia Pacific

I hereby accept employment on the terms and conditions stated above.

_____ Date: _____

Subject to the agreement of the Firm, my proposed start date is: **5th July 2023**

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, consisting of a stylized 'J' followed by the name 'Dimon'.

J.P.Morgan

13-May-2023

Akhil Chakkungal
A-401, Vrundavan Park, Sector-34, Plot no-9
Kamothe, Navi Mumbai
-410209
NAVI MUMBAI
Maharashtra
INDIA

Dear Akhil Chakkungal,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Hyderabad, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Hyderabad, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Hyderabad, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Hyderabad courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

Date: 20-Oct-2022

Anurag Arun Saraswat
Flat no. 403, Plot no. 249,
Arham Pride, Kansai Section,
Ambarnath - 421501.

Offer Letter

Dear Anurag,

Congratulations!

This is with reference to your interview process; we are pleased to offer you the position of a **Associate Software Engineer** with Indus Valley Partners (India) Private Limited. Please consider this letter as a full time employment letter/appointment letter from date of joining.

You shall report for work on: **05-Jul-2023**

Your Cost to Company (CTC) would be of **INR 750000/- (Seven Lakh Fifty Thousand only)** per annum plus Deferred Cash Opportunity and Non Encashable Benefits. The salary is structured in a tax efficient basis and includes PF, HRA and other benefits as applicable. The details of compensation are given in the Annual Earning Opportunity Annexure.

During your employment with Indus Valley Partners (India) Private Limited, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Indus Valley Partners (India) Private Limited any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Indus Valley Partners (India) Private Limited or any of our existing or prospective clients. You also agree to not solicit employment with the IVP's direct clients or client's group/associate companies/firms until at least one year after leaving the firm.

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

If you have any questions about this offer letter, please contact us immediately so that we must review specific terms together.

You will be entitled to leaves as per the policy of the Company. We look forward to your joining!

You are requested to report at **12:00 PM** on the date of joining along with the following documents in original and their self-attested copies, wherever applicable:

- Updated Resume
- Certificates in support of your age, qualifications
- Last employer relieving letter and experience certificate
- IVP offer letter along with the salary break up offered
- Passport
- Permanent Account Number (PAN) Card (mandatory)
- 3 Passport size photographs
- Adhaar Card

Note: This offer of employment is subject to successful completion of the IVP background check process.

Welcome to the IVP family!

Best Regards,



MD, HR & Compliance

I accept the employment along with all the Terms and Conditions.

Signature of Employee

Anurag Arun Saraswat

Date of acceptance:

TERMS AND CONDITIONS OF EMPLOYMENT (ANNEXURE - A)

A) GENERAL

1. Employee confirms that all the testimonials made and information provided by Employee is correct:
2. Employee further confirms that Employee is free from any contractual restrictions preventing Employee from accepting this offer or starting work on immediately on acceptance of offer of employment and there is no impediment upon Employee from joining the Company as full time employee:
3. Employee shall disclose on Employee own behalf and, if married, on Employee spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; and involvement in other positions external to the Company and Employee employment in the Company is subject to acceptance by the Company of those external interests of Employee or Employee spouse.
4. If Employee commits any breach any of the aforesaid conditions, this offer shall be revoked automatically (whether Employee have accepted it or not) and, if Employee have already commenced employment with the company, such employment will automatically terminate without giving Employee any claim for compensation or damages, but without prejudice to the Company's rights and remedies against Employee.
5. Employee performance will be evaluated according to Employee efficiency, punctuality, conduct, maintenance of discipline and in accordance with the policy of the Company.

B) PLACE OF POSTING

6. Employee's initial place of posting shall be at **Mumbai** India. However, Employee services are transferable and Employee may be assigned transferred in India or outside India to serve the Company or any of the group companies. Employee may also be seconded, deputed or transferred to any other company associated to the Company whether in India or abroad. The transfer will not deem to constitute a change in Employee conditions of service.

C) PERFORMANCE OF DUTIES

7. Employee shall be assigned with all the duties and responsibilities of a **Associate Software Engineer** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
8. Employee shall, at all times, be required to carry out the duties and responsibilities assigned to Employee by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of his ability to protect and promote the interest of the Company.

9. Employee shall not, during the term of his/her employment, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests. Employee shall use the office of the Company only for rendering such services for which Employee has been appointed.

D) COMPENSATION

10. As compensation for services to be rendered by Employee to the Company,
Employee shall be paid as per Annexure B.

E) CONFIDENTIALITY

11. The employee undertakes to sign and execute separate agreement of Non-Disclosure, Non-Solicitation and Non-Compete agreement which shall form part and parcel of terms and conditions of employment.

F) TERMINATION OF EMPLOYMENT AND RESIGNATION

12. The Company may terminate Employee services by giving one months' notice during the first six months of employment, at any point of time, without assigning any reason. Instead of notice, the Company may give one month's pay in lieu thereof. Similarly, employee can also resign by giving one months' notice during the first six months. After completion of six months, the Company may terminate Employee service by giving ninety days' notice at any point of time without assigning any reason. Instead of notice, the Company may give ninety days' pay in lieu thereof. Similarly, employee can resign from the services of the Company by giving ninety days' notice after completion of six months.

13. If Employee resigns the company within two years from the date of joining then needs to pay back Rs. 1,00,000/- in lieu of initial training cost incurred by the company.

14. Upon termination/resignation of Employee from employment with the Company for any reason, Employee shall promptly return to the Company all the properties provided by the company to Employee for performance of duties which includes laptop, computer or any other device etc, keys, credit cards, passes, confidential documents or material, all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business of the company or its subsidiaries or associates or client. The company reserves the right not to relieve Employee in the event that all the Company's documents/property/Confidential Information in Employee custody have not been properly handed over by Employee to an authorized representative of the Company.

G) OTHER CONDITIONS

15. Employee will be bound by the code of conduct of the Company and all others rules, regulations, instructions policies and orders issued by the Company from time to time, in relation to Employee conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these code of conduct, rules, regulations, instructions, polices etc. were part of this Agreement.

16. The company has right to send Employee to further training in India and abroad at the expense of the Company. Employee shall report back to the company at the place of posting where the company post Employee after completion of training and further undertake to serve the company for minimum period of two years after completion of the training. In case Employee is removed from job during the period of these two years or Employee leave the job on his/her own, Employee shall reimburse to the company the amount spent by company on such training. Company may call upon Employee to sign a separate agreement for indemnifying the company of the amount spent by company on such training and Employee shall also provide a surety to the satisfaction of company to ensure payment of such amount. As and when such agreement is signed by Employee, the same would become part and parcel of this employment conditions.

17. Any dispute between the parties shall be decided by arbitration which shall be held in Delhi. Employee authorizes the Company to appoint single arbitrator to decide any dispute arising out of this agreement between the parties.

18. The court at Delhi shall have exclusive jurisdiction and the applicable law shall be Indian Law.

For and on behalf of M/S Indus Valley (India) Pvt. Ltd.

Authorized Signatory



MD, HR & Compliance

Signature of Employee

Anurag Arun Saraswat

Date and Place:

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

This Agreement is made on this day of **05-Jul-2023**, between **Indus Valley Partners (India) Pvt. Ltd.** (herein after referred to as “Employer which shall include its associates, subsidiary or any sister concern”) whose registered office is Unit No. 702, Skylark Building, Nehru Place, New Delhi-110019 and principal place of business is B-13, SDF Block, Noida Special Economic Zone, Noida (UP) and **Anurag Arun Saraswat** currently residing at “Flat no. 403, Plot no. 249, Arham Pride, Kansai Section, Ambarnath - 421501.” (Hereinafter referred to as “Employee”).

WHEREAS, Employer is in the business of providing and selling computer software systems and performing software consulting and systems design, development and implementation services (the “Business”)

AND WHEREAS, Employer values the Employee’s services, and desires to retain the services of the Employee, and the Employee wishes to be employed by Indus Valley Partners

AND WHEREAS the Employee has access to the Employer’s business & trade secrets, confidential & proprietary information and Employer’s customer information.

AND WHEREAS the employee may/has also obtain/obtained special training through training and during course of employment which were special, unique and extra ordinary

AND WHEREAS the Employer has right to protect its business interests and it would be to the detriment of Employer’s business interest if the Employee were to become associated in any way with a competitor of Employer or to disclose confidential & proprietary information of Employer or its clients, associates etc

That it is necessary that this agreement is entered into by the Employer and the Employee to put limited restrictions on the Employee without restricting his right to earn his livelihood in any legitimate Employment so also to protect the business interests of the Employer. Therefore, the restrictions are placed for a temporary period on his right to associate in any way with competitor of Employer. **The restrictions are limited to the territory of North America, U.K and India.**

NOW, THEREFORE, in consideration of employment by Employer of the Employee, and the compensation to be paid by Employer to the Employee now and hereafter, Employer and Employee agree as follows:

1. Not an Employment Agreement

This agreement is not an Employment Agreement. This Agreement shall not create any right to continued employment of the Employee for Employer for any specific term. Employee’s employment by Employer shall be at will, and may be terminated by either party at any time in terms of letter of appointment.

2. Confidential and Proprietary Information

Employee understands that “Confidential & Proprietary Information” (hereinafter referred to a Confidential Information) means any and all Information and knowledge regarding the Business which the Employee assimilates or to which the Employee has access during his or her employment with Employer including, but not limited, to Employer proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, clients lists and clients (including, but not limited to, clients of Employer on whom Employee calls or with whom Employee becomes acquainted during the term of his or her employment), prospective clients as identified from time to time in the records of Employer, client information books and records of Employer, corporate relationships, suppliers markets, computer software computer software development, inventions,. Processes, formulas, technology, designs, drawing, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding marketing, costs, pricing, finances, financial models and projections, billings or other similar business information. Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee. Employee further agrees that all confidential information shall at all times remain the property of Employer and employee is duty bound to protect its integrity and confidentiality. The employee further undertake that he or she understand the information includes all the information stored in form of data/information in the hard disk or removable discs in any computer or in printed shape or in any other form whatsoever. The employee undertake that the employee shall not carry with it unless to be used for the business of the employer or shall communicate to himself or any other persons who so ever through email or in any other mode of communication physically or technologically.

3. Acknowledgment of Confidentiality

Employee hereby acknowledges that he has access to the confidential information during the course of his employment and has also/would acquire special skills and knowledge which is unique during the course of employment and the training during the employment of Employer.

4. Former Employer Information

Employee represents and warrants that the execution of this Agreement and performance of the Employee’s obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement with any other person or entity of which the Employee is a party or by which the Employee is bound. Furthermore, Employee agrees that he or she will not, during his or her employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former Employer or other person or entity with which Employee has an agreement or duty to keep in confidence and that Employee will not bring onto the premises of Employer any

unpublished document or proprietary information belonging to any such Employer, person or entity unless consented to in writing by such Employer, person or entity.

5. Third Party Information

Employee recognizes that Employer has received and in the future will receive from third parties their confidential information subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his or her work for Employer, consistent with Employer's agreement with such third party. The Employee agrees to execute further agreement (s) in respect of the information of the third party where the employee is deputed or otherwise become associated during the course of the employment of the Employer.

6. Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with Employer. The records will be in form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

7. Agreement not to Disclose

a) Employee agrees that at all times during the term of his or her employment and thereafter to hold in strict confidence, and not to use, except for the benefit of Employer, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Employer or its Chief Executive Officer, any Confidential Information of Employer.

b) Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/ she shall not use, commercialize or disclose except under terms of employment of Employer, any Confidential Information to any person or entity, or else under provision governed by this memorandum except as Employer may approve in writing.

c) Even upon assignment of the all inventions etc to Employer as stated in the agreement, employee undertakes to use at least the same degree of care in safeguarding the Confidential Information as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential information from unauthorized or inadvertent disclosure.

8. Inventions Retained and Licensed

Employee has attached hereto as **Exhibit A** is a list describing

(a) All inventions, original works of authorship, developments, improvements, and trade secrets which were made by him or her prior to his or her employment with Employer II) which belong to him or her, and

(b) Which relate to Employer's proposed business, products or services (collectively referred to as "Prior Inventions"). The Prior Inventions are not being assigned to Employer hereunder.

(c) If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of his or her employment with Employer, Employee incorporates into a Company product, process or machine a prior Invention owned by him or her or in

(d) which Employee has an interest, Employer is hereby granted and shall have a non exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

9. Assignment of Inventions

Employee agrees to promptly make full written disclosure to Employer and will hold in trust for the sole right and benefit of Employer and Employee hereby assigns to Employer, or its designee, all Employee's right, title and interest in and to any and all inventions, original works of authorship, development, concepts, Employer improvements or trade secrets of whatever nature and whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by Employer (collectively referred to as "Inventions") and Employee further agrees that Employer the foregoing shall also apply to Inventions which relate to the business of Employer or to Employer's anticipated business as of the end of Employee's employment and which were conceived or developed during Employee's employment with Employer and reduced to practice during a period of one year after the termination of Employee's employment.

10. Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer expense, in every proper way to secure Employer's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

11. Solicitation of Employees.

During the Employee's employment with Employer and for a period of three (3) years following the termination of his or her employment with Employer, for any reason, Employee agrees to refrain from and will not, directly or indirectly, as an independent contractor, employee,

consultant, agent, partner, joint venture or otherwise solicit or take away, or attempt to solicit or take away employees of Employer, either for Employee's own business or for any other person or entity.

12. Covenants Against Competition

EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION MAY AFFECT HIS OR HER RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT WITH EMPLOYER.

(a) As a material inducement for Employer to employ Employee, and in order to protect Employer's Confidential Information and good will and business, Employee agrees that during the time the Employee is employed by Employer and for a period of twelve (12) months after termination of Employee's employment with Employer, for any reason, Employee shall not, directly or indirectly solicit or accept business from or provide services to or accept employment with or seek remuneration from any of the clients or customers of Employer or any entity under common control of any client or customer of Employer. For purposes of this Agreement, a client or customer of Employer shall be defined as any person, firm, partnership, company, corporation or other entity with or to whom Employer (i) sold goods or services (ii) had submitted a written proposal for a specific requirement, or (iii) had work in progress, as of the date of Employee's termination of employment or during the eighteen (18) months prior to the termination of employment of Employee.

(b) An employee shall not, directly or indirectly render services as an employee, consultant or otherwise, to or assist with the creation of any Competing Organization during the time the employee is employed by Employer and for a period of 3 months after termination of employment with Employer for any reason. A "Competing Organization" means any person or organization, including Employee which (i) is engaged in, or about to become engaged in, in design, development, integration, implementation, sale, marketing or distribution of software applications which are identical or substantially similar to any product provided by Employer in existence or under development during the time of Employee's employment with Employer or (ii) is engaged in, or about to

(c) Become engaged in, the provision of software consulting of design/development services which are identical to or substantially similar to the services provided by or procedures and methodologies used by or planned to be used by Employer during the Employee's employment with Employer. As of the date of this Agreement, Competing Organizations include, but are not limited to, Infosys, Wipro, HCL Technology, Sapient, Deutsche Software Ltd., Patni, Satyam, Cimpres & Accenture. Employee acknowledges and understands that the foregoing list of Competing Organizations may change from time to time and that such list is not exhaustive.

(d) Employee agrees that the restrictions at (a) and (b) above set forth in this are fair and reasonable and are reasonably required for the protection of the business interests of Employer. However, should an arbitrator or court nonetheless determine at a later date that such restrictions are unreasonable in light of the circumstances as they then exist, then Employee agrees that this (a) and (b) shall be construed in such a manner as to impose on

Employee such restrictions as may then be reasonable and sufficient to assure Employer of the intended benefits of this Section.

(e) The time period during which the Employee is prohibited from engaging in certain business practices pursuant to above Section (a) to (c) shall be extended by any length of time during which the Employee is in breach of such covenants.

(f) That the employee understand that he is full time employee of the employer. In view of the same during the term of employee's employment with Employer, Employee will not engage in any other employment, occupation, consulting or any other business activity whether related to the business in which Employer is now involved or becomes involved during the term of his or her employment, nor will Employee engage in any other activity whether it conflict with Employee's obligation to Employer or not.

ARBITRATION AND EQUITABLE RELIEF

13. Arbitration

Employee agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Delhi, in accordance with Indian Arbitration & conciliation Act 1996 or any modification or re-enactment thereof before a single arbitrator who shall have experience in the area of the mater in dispute. The arbitrator may grant relief in the nature of injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Employer and Employee shall each pay one half of the costs and expenses of such arbitration, and each of them shall separately pay their own counsel fees and expenses and other cost of the arbitration.

14. Equitable Remedies

Employee agrees that it would be impossible or inadequate to measure and calculate Employer's damages from any breach of the covenants set forth in herein above. Accordingly, at the sole discretion of Employer, Employee agrees that if Employee breaches any of such Sections, Employer will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement and, if it prevails in such a proceeding, the right to recover from Employee the costs and expenses thereof, including reasonable attorneys' fees.

15. Miscellaneous Provisions

Employee Agrees that

- a. That he/she will not indulge in Insider trading and will not deal/trade in the securities of the Client. Employee will not exploit his/her position for personal gain and will comply with all applicable securities laws
- b. That he/she will not misappropriate information of the client.
- c. That he/she will not steal information/knowledge that is received as part of the services provided to client or utilize the client information for personal purposes)
- d. Confidentiality of Client information: Employee will not discuss confidential information of client in public places or with any other employee of the Company and will share client information only with other employees who need to know and who are required to have the information to perform their duties.
- e. Employee will not leave information of/related to the client unattended.
- f. Employee will always work with utmost faith and act with integrity while doing his/her duties.
- g. If the employee comes to know that any activity of a colleague is in contravention of these employee obligations, he/she will report the matter to higher authority.

GENERAL PROVISIONS.

16. Governing Law and Jurisdiction

Any dispute arising out of this agreement shall be tried in jurisdiction of competent court and the law of the competent court where action is brought shall be the governing law of this Agreement.

Entire Agreement

The Agreement sets forth the entire agreement and understanding between Employer and Employee relating to the subject herein and merges all prior discussions with respect hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the parties to this agreement. Any subsequent change or changes in Employee's duties, salary, compensation or status due to promotion or restructuring or reallocation's to an associate, subsidiary or parent company in India or abroad will not affect the validity or scope of this Agreement.

17. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves

the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect Employer's interests and rights.

18. Competent Authority

The competent authority to sign any waiver, permission or change in the terms of the agreement shall be Chief Executive Officer or Board of Directors of the Employer or any other person duly authorized by such Chief Executive Officer or Board of Directors.

19. Successors and Assigns

This agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of EMPLOYER, its successors and assigns.

20. Waiver of Breach

The waiver by Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver by Employer of any subsequent breach of the Employee.

21. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually sent by Register post.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For and on behalf of INDUS VALLEY PARTNERS (INDIA) PVT. LTD.

Authorized Signatory



MD, HR & Compliance

Signature of Employee

Anurag Arun Saraswat

Witnesses :

- 1.
- 2.

Annual Earning Opportunity		7,78,722
Basic	1,80,000	
HRA	1,99,295	
Mediclaime	5,964	
Miscellaneous Allowance*	3,29,341	
Employer's Contribution to PF	21,600	
Statutory Bonus	13,800	
Cost to Company	750000	
Deferred Cash Opportunity	28,722	
Retention Bonus	20,068	
Gratuity	8,654	
Non Encashable benefits	78,579	
Transport & Meals	73,800	
Term Insurance	4,779	
*Miscellaneous Allowance consists of following components.		
Component		Max Limit
Telephone Allowance & Internet Re-imburements		24,000
Book & Periodicals Re-imburements		24,000
Car Fuel Allowance		28,800
Meal Coupons		26,400
Hostel Allowance		7,200
Children Education Allowance		2,400
Gadget Allowance		1,00,000
Leave Travel Allowance		48,000
National Pension Scheme		10% of basic
Hostel Allowance: This allowance is permissible for hostel expenditure of maximum of two children of Rs. 3,600 each per annum		
Gadget Allowance: Can be claimed by the employees for purchase of any gadget for e.g.- Laptop, Mobile phone, ipad etc used for official purpose and only 10% of gadget value would be taxable as perks in their salary.		
Car Fuel Allowance: Can be claimed by an employee for expenditure on fuel for travelling to office for car owned by him. Applicable only to those employees who are not availing cab facility.		
Retention Bonus: is payable on completion of 3 years, 5 years & every consecutive 3 years with the organization. This is paid as per company policy. Approximate / indicative figures and actuals may vary from individual to individual.		
Non Encashable Benefits: Includes valuation arrived at for benefits like free meals and subsidised transport & premium paid for term insurance. These are approximate projected values and are not included in the Cost to Company(CTC)amount. Transport is provided only within the range of 50kms from IVP office.		
Gratuity: is payable only on completion of at least 5 years with the organization. Approximate / indicative figures and actuals may vary from individual to individual.		
Term Insurance: Every full time employee with IVP is now insured for 10 times their CTC with a maximum limit of 2 crore.		
NPS: is a benefit provided wherein you can save tax 10% of the basic salary. You can choose to contribute 10% of your basic salary towards NPS.		
Terms and conditions are subject to change at the discretion of the management		



02-May-23
Ref No: 16249497

Karan Punjabi
301,Manohar Mahal,Near municipal
garden,Golmaidan,Ulhasnagar-2

LETTER OF APPOINTMENT

Dear **Karan Punjabi**,

We take great pleasure in extending an offer to you to be a part of **Kotak Mahindra Bank**. We welcome you to the bank which values and embraces qualities based on simplicity, prudence, humility and integrity.

When you sign this letter, you would have agreed to be a part of the Kotak family and uphold the 'Kotak DNA'. Kotak DNA includes our values, norms, ideology, beliefs, character, personality, and culture originated by our founding team at Kotak and has evolved over the years with new members joining. Our DNA is what defines the firm, and is the most powerful driver of our performance, which differentiates us from others in the industry.

Please find enclosed the Appointment letter.

We wish you a long and enriching career with Kotak!

In case of any queries please feel free to write to us on onboarding.helpdesk@kotak.com.

Signature Not Verified

Digitally signed by MANOJ PRABHAKAR PHADNIS
Date: 2023.05.02 19:59:12 IST

Manoj Phadnis
Executive Vice President

Karan Punjabi

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, InfinityPark
Off Western Express Highway
General A KMarg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

02-May-23
Ref No: 16249497

Karan Punjabi
301, Manohar Mahal, Near municipal
garden, Golmairan, Ulhasnagar-2

Dear **Karan Punjabi**,

We are delighted to appoint you as **Deputy Manager, M2** with effect from **15-Jul-23** or from your date of reporting to work whichever is earlier. This letter of appointment will cease to have effect if you do not join by **15-Jul-23**.

1. **Remuneration** - The details of your remuneration are enumerated in Annexure A. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** (herein referred to as the **Bank**).
2. **Location** - You will initially be posted at our office at **Kotak Mahindra Bank, 1288-Mumbai - Kotak Infiniti-MAH**, but you may be deputed at any other office / branch of the Bank or any of its associate companies or any other location and your services are liable to be transferred to any subsidiary or associate or affiliate company. As a Kotakite, you will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future.
3. **Conditions of appointment:**
 - 3.1 Your appointment is subject to your providing, inter alia:
 - a. A relieving letter from your previous employer relieving you from your duties.
 - b. A copy of the last pay slip from the previous employer.
 - c. Proof of date of birth.
 - d. Photocopies of Qualification documents
 - e. The Bank's application form complete with photograph.
 - f. Proof of identity (either Adhaar card, passport or voter's id)
 - g. Satisfactory Background Verification report conducted by the Bank upon your joining.
 - h. Copy of AMFI/NISM certification (if applicable)
 - i. Copy of IRDA certification (if applicable)
 - 3.2 Your appointment is also subject to your submitting a 'self- certified medical fitness declaration', format of which will be issued by the Bank.
4. **Probation** - Your appointment is subject to a probation period of **12 Months**. Permanent placement with us is contingent upon your successful completion of the probation. During this period, your employment may be terminated by the Bank or by yourself by giving 1 months' notice to the other.
5. **Working hours, Leave and Holidays:**
 - 5.1 You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time or in case your role determines, you may be required to work remotely either fully or partially, or full time from office or field working, as per the Bank's 'Remote Working' policy and 'Shift Allowance' policy.
 - 5.2 As a Kotakite and in view of your position and role, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours when the job so requires.
 - 5.3 The hours of work, holidays and paid leave will be in accordance with the Bank's rules and policies. Please note, that if you absent yourself from the services of the Bank without prior written permission of the appropriate authority or overstay sanctioned leave, for the number of days defined in the absconding clause of the Bank's 'Exit Policy', you will be deemed to have abandoned the services of the Bank and your services shall be liable to be terminated by the Bank forthwith.
 - 5.4 Absence from work or disability in performing your duties beyond the period of leave to which you are entitled to under the rules, shall be at the discretion of the management, and the same will be without any remuneration. You shall faithfully observe all the rules and regulations of the Bank and comply with all reasonable orders of your managers and attend to your duties punctually at such place or places, as you may be required.
6. **Governance and Code of Conduct:**
 - 6.1 As a Kotakite, you shall abide by the Kotak "Code of Conduct" which is built over 4 Pillars of Care, upholding the foundation of Trust. The 4 Pillars are:

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India.

- a. Care for my Colleagues – You shall ensure that you foster equal opportunity, observe diversity and inclusion, create a harassment free and productive workplace. You shall refrain from financial dealings between colleagues, relatives and others and ensure disclosure of personal relationships and relatives from time to time as mandated under the policy.
- b. Care for my Customers, Partners, investors and Public – According to this pillar you are expected to be sensitive and always act in the interest of Kotak and ensure that any business or personal association including close personal relationships which you may have, do not create a conflict of interest with your role and duties in Kotak or its operations. You owe a sense of loyalty to Kotak by the fact that you have voluntarily accepted employment with Kotak. This duty carries obligation that refrains you from placing yourself in a position that could produce a conflict between your self-interest and interest of Kotak. This includes dealing with gifts and favours, encouraging anti-bribery and corruption free business, anti-money laundering, prohibiting financial interests and declaring the same, disclosing personal investments and avoiding insider trading, personal lending and control on borrowing.
- c. Care for my Company Assets – You shall protect Personal, Confidential and Proprietary Information of Kotak and its employees, customers, partners, etc., safeguard Material Information and Non-Public data and Information. You shall maintain confidentiality in office areas and when you are working remotely. You shall practice accurate record keeping and operate within the delegation of authority.
- d. Care for my Company Reputation and Community – You shall follow defined protocols on engaging with Press, Digital, Social Media Relations and other engagements including Government and Political Involvement or lobbying. You shall procure valid licenses and copyrights. You shall exhibit responsibility towards community and environment and ensure you follow protocols on respecting human rights.

6.2 Besides, you must also abide by all other internal policies, rules and procedures, as implemented from time to time throughout the term of your employment. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' through various communication channels. You will be governed by the same from time to time as and when the said changes are made. It is your responsibility to keep yourself updated with the changes, read and comply with the same.

6.3 Since the nature of your work requires you to handle confidential information, you shall not, at any time during your employment or after your separation from the Bank, without the prior consent of the Bank in writing, divulge, directly or indirectly, any confidential, proprietary, material and non-public information related to the Bank for any purpose whatsoever.

6.4 You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article or blog/vlog or use social media, concerning any matter, which relates to any activity of the Bank.

6.5 In case of violation of the Code of Conduct and/or any other Bank's policies, rules and regulations, the Bank reserves the right to take appropriate action. Apart from this, if any financial loss is caused to the Bank due to proven acts of misconduct committed by you, such financial loss caused to the Bank, can also be recovered from your terminal benefits and/or from any other relationship maintained by you with the Bank.

7. Declarations and mandatory certifications - On joining, and thereafter every year and whenever required by the Bank, you must fill and sign declaration modules applicable to you from time to time. You must also comply with all mandatory training modules and get certified from time to time. Likewise, you must update disclosures proactively every time there is a change during your employment with the Bank.

8. Separation:

8.1 **Superannuation** - The age of superannuation i.e. the age of retirement will be as per the Bank's 'Exit policy'. Your date of birth has been recorded as **04-Nov-01** in the records of the Bank.

8.2 **Notice Period** - Subject to the right of the Bank to terminate your services in accordance with clause 8.3, it may be terminated either by the Bank or yourself by giving 3 months' notice to the other. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated as per Bank's 'Exit policy'.

8.3 Your employment can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:

- a. Any incorrect information furnished by you or on suppression of any material information and/or;
- b. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter of appointment or a violation on your part of any of the Bank's rules and policies and/or;
- c. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude and/or;
- d. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or;
- e. The results of any background/reference checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion and/or;
- f. Any misconduct pertaining to moral turpitude, riotous/disorderly behavior, theft, misappropriation, conviction by any court of law and/or;
- g. Any act or omission, which could be construed as loss of confidence in you by the Management and/or;
- h. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

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Bandra (E), Mumbai - 400 051

India.

- 8.4 **Garden Leave** – While serving notice, the Bank may require you to take Garden Leave, at the sole discretion of the Management, for all or part of the remaining period of employment. Garden leave may be applicable if you are in grade M5 and above, under certain circumstances or if you are working in sensitive roles, as defined in the Bank's 'Garden Leave Policy'.
- 8.5 **Inducing/influencing an employee to leave** – Whilst you are in service of the Bank or upon your separation, you will, not directly or indirectly, either on your own account or on behalf of or in conjunction with any other person, firm or company induce/influence or attempt to induce/influence any employee of the Bank, to leave the employment of the Bank. Failure to observe this would be considered as a breach of contract on your part.
- 8.6 **Joining Competitor** – As per the 'Exit policy', on your separation from the Bank you will declare if you are joining any Banking or Financial Services Company.
9. **Jurisdiction** - If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed excluded to that extent, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.
10. This appointment letter shall be governed by, and construed in accordance with, the laws of the Republic of India. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.
11. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment. This appointment letter may be amended by a subsequent written agreement between you and the Bank.

You are requested to send us a copy of this letter signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and happy career with us.

Yours faithfully,

Signature Not Verified,

Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.05.02 19:59:12
IST

Manoj Phadnis
Executive Vice President

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Karan Punjabi

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Annexure A

Name	Karan Punjabi				
Designation	Deputy Manager				
Role	Data Tech				
State	Maharashtra-Mumbai				
With effect from	15-Jul-23				
	Components	P.M.	P.A.	Frequency	Remarks
a. Basic	Basic Salary	26335	316020	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurances Premiums) & Additional HRA (If any)
b. Housing	House Rent Allowance	13168	158010	Monthly	Upto 50% of Basic Salary
c. Allowances and Benefits	Fitness Allowance	1000	12000	Monthly	Amount paid per month under Health and Fitness related Benefit. You can enter your fitness goals by visiting on Kotak's site: Health to the power infinity
	Leave Travel Assistance	0	0	Monthly	LTA paid proportionately every month, subject to tax as per Income Tax Rules, more details in Leave Travel Allowance policy
	Statutory Bonus	0	0	Monthly	Payable as per Payment of Bonus Act
	Professional Allowance	20908	250897	Monthly	Paid out as a supplementary allowance
d. Insurances Premiums	Kotak Term Life+ GPA		2200	Annual	This denotes average premium for the grade calculated as per Term Life cover for the grade. Life Insurance Policy: 1.5 times of CTC or grade-wise limit whichever is higher. Group Personal Accident Policy (GPA): 3L or 1 time CTC, whichever is higher Refer Term Life Insurance Policy & Group Personal Accident Policy.
	Medicclaim		7750	Annual	This denotes average Premium for covering you and dependents (partner and 2 children) for 4 Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years. You will be covered by default, coverage of the dependents as per your declaration. More details in Kotak Medicclaim Policy. Policy is renewed in April every year. Voluntary top-up and parents policies cover premium is paid by you

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e. Retirals	Contribution to Provident Fund		37922	Annual	Company's contribution towards PF @ 12% of Basic
	Contribution to Gratuity Fund		15201	Annual	This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, ex-gratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
Total Fixed Pay (a+b+c+d+e)	Total Fixed Pay *	61411	800000		
g. Target Variable Pay			0	Annual	- This is an indicative amount for 'Meets Expectation' Rating and the actual Annual Bonus/ Incentive may vary basis Company, Business Segment and individual performance. - If the Rating is higher or lower the Annual Bonus / Incentive will be adjusted appropriately - the amount is payable basis the Cash, Def Cash & Non Cash as per the NRC approved ratio, payable only to employees who are on the rolls of the Company (and not resigned) at the time of payout.
h. Total Pay (f+g)			800000		
f. Role Based Allowances/ Benefits	<ul style="list-style-type: none"> - Shift Allowance - for employees working in shift as per Shift Working policy - Corporate Mobile SIM - for the roles as per Mobile Policy - Corporate Credit Card - In case your role and grades defined as per Corporate Credit Card policy - Laptop/ Desktop - as per the role eligibility and company policy. 				
g. Potential Variable Pay	As per the variable pay policy applicable for your role.				
h. Other Benefits	- Emergency Loan - Refer to Emergency loan policy for eligibility amount and other details.				

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Joining Bonus on Confirmation In addition, we hereby offer you a Confirmation Bonus of amount INR. 200000/- (Two Lakh Only) to be paid to you upon successful confirmation of your services with us, on following terms and conditions:

- Having no disciplinary issues as per the terms & conditions of service
- Continuing to be in the employment of Kotak Mahindra Bank Ltd.
- Not Having tendered resignation or you serving notice period
- The amount will be paid post deduction of applicable taxes
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amounts, you shall be liable to pay the entire amount. The Company has the right to set off the amount not paid against any dues payable to you

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Karan Vashu Rohra
Aadhaar No: 8455 9923 2716
Phone: 883 037 2262
E-mail: rohrakaran38@gmail.com

Date: July 11, 2023

Dear Karan Vashu Rohra:

On behalf of **MAQ India Private Limited**, a company set up under the Companies Act of India, 1956 (the "Company"), I am pleased to offer you the position of **Software Engineer 1** of the Company. We are very impressed with your credentials and we look forward to your future success in this position.

The terms of your new position with the Company are as set forth below:

1. Position. a. You will become **Software Engineer 1** working on projects from our clients including Microsoft Corporation and other clients (each of which is hereinafter called "Client").

b. You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company. You will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company.

2. Start Date. Subject to fulfilment of any conditions imposed by this letter agreement, you will commence this new position with the Company on **Monday, July 17, 2023**. Your place of joining will be **Mumbai**.

3. Service Agreement. Your appointment is subject to your agreeing to be employed by the company for a period from **Monday, July 17, 2023**, to **Tuesday, January 16, 2024**. The Company invests in training and provides a learning environment to the employees during their employment. The Company also commits to our clients that our employees will continue on projects for certain minimum period of time. By accepting this appointment letter and the service agreement, you are committing to pay Rupees Sixty Thousand to the company as compensation if you leave the company before service agreement end date for any reason or no reason at all.

4. Compensation. Your annual compensation consists of base salary, bonus, house rent allowance and other allowance as described below. In addition, you will be entitled to gratuity and certification reimbursement as per company policy. The salary will be paid to you at the end of each month:

Basic Salary	Rupees 4,12,772
Bonus	Rupees 34,398
House Rent Allowance	Rupees 2,06,386
Other Allowance	Rupees 50,000
Gratuity ^a	Rupees 19,844
Employee Provident Fund	Rupees 21,600
Health Insurance Reimbursement ^b	Rupees 5,000
Total Eligible Annual CTC	Rupees 7,50,000

- a. As per the provisions of the Payment of Gratuity Act, 1972.
- b. You will be eligible for Health Insurance reimbursement of up to Rupees Five Thousand (Rs. 5,000) as per company policy.

5. **Vacation Benefits.** You will be entitled to paid vacation per year, pro-rated for the remainder of this calendar year as per the company policy.
6. **Confidential Information and Invention Assignment Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.
7. **Confidentiality of Terms.** You agree to follow the Company's strict policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding salary or bonuses to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.
8. **Employment Restriction.** You shall not accept employment directly or indirectly with, at, for or by Client (Microsoft) for a period of one year following the completion of your employment with the Company without the written consent of Company.
9. **At-Will Employment and Notice Period.** Your employment with the Company will be on an "at will" basis. This means that either you or the Company may terminate your employment for any reason or no reason with certain notice period, without further obligation or liability. Refer the employee handbook for more details on notice period.

This simple action allows us to help inform the customer and find a suitable replacement so that customer projects are not adversely affected. The notice period is not applicable in case an employee is terminated due to damage caused to the company for example: due to fraud or misrepresentation.

10. **Surety Deposit.** Rupees Fifteen thousand, deducted from your salary every month for the first four months, will be deposited as surety with the company. This amount will be refunded to you at the end of the service agreement. The surety will not be refunded in case the service agreement is breached by you.
11. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai.

We are all delighted to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to us, along with a signed and dated copy of the Confidentiality Agreement. This letter, together with the Confidentiality Agreement, set forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

For MAQ India Private Limited

Amrisha Shah

Signature

Amrisha Shah

Director of Application Services Delivery

Date: July 11, 2023

Accepted and Agreed

KARAN

Signature

Karan Vashu Rohra

Date: 07 / 14 / 2023

Attachment A: Confidential Information and Invention Assignment Agreement.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, consisting of a stylized 'J' followed by the name 'Dimon'.

J.P.Morgan

13-May-2023

Lavina Virwani
BK no 1073/16
Near Ratan Palace, O.T. Section
-421003
MUMBAI
Maharashtra
INDIA

Dear Lavina Virwani,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie". The signature is stylized, with a large, sweeping initial "J" and the name "Jamie" written in a cursive-like script.

J.P.Morgan

13-May-2023

Nikhita Iyer
C-502, Sarvoday Orchid
Nandivli Road, Dombivli (East)
-421204
THANE
Maharashtra
INDIA

Dear Nikhita Iyer,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Nikhita Iyer

Accepted Date: 2023-05-13T05:07:47.748+00:00

IP Address: 103.179.2.154

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 04/05/2023

Paarth Ulhas Kulkarni

C11881907

Apollo, A, 1303, Hiranandani Estate, Ghodbunder Road, Thane(W)

9930160855

Dear **Paarth Ulhas Kulkarni**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Version 11.0 Apr-2023

1

Candidate's Signature

Paarth

Reference Id: fb00ee78-6e80-46f6-a412-55cb0138594a_1
Signed By: MAHESH VASUDEO ZURALE

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

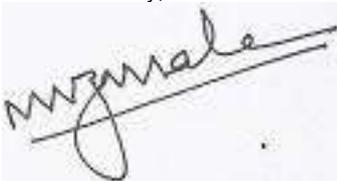
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED



Paarth Ulhas Kulkarni

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 14,300/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 461200/-
(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:



Paarth Ulhas Kulkarni

Date: 6/7/2023

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."



JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, consisting of a stylized 'J' followed by the name 'Dimon'.

J.P.Morgan

13-May-2023

Shubhangi Zope
B-504, Sanskriti, Cosmos Heritage C.H.S, Tikujiniwadi Road
Chitlsar, Manpada, Thane West
-400610
THANE
Maharashtra
INDIA

Dear Shubhangi Zope,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

5 May 2023

Varsha Vijesh Jawrani
Sudarshan Apartment flat no 502,
bewas chowk,near jhulelal mandir,
Ulhasnagar 1, ulhasnagar,
Thane
421002

Dear Varsha Vijesh,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name Varsha Vijesh Jawrani

Employing Company Barclays Global Service Centre Private Limited ("the Company")

Position Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date 24 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above

Working Hours Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift

You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ , Survey No.65, Village Kharadi Pune 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00(the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

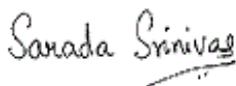
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
5 May 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00283130
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:
- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
 - (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:
- (a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or

was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety
- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.

Letter of Offer

Strictly Private and Confidential

06-April-2023

Mr. Varun Tripathy

Dear Varun Tripathy,

With reference to your application and the subsequent discussions you had with us, we are pleased to extend this offer of employment to you. This is only an offer letter and is contingent upon you clearing the background verification, reference checks and also on certification of your medical fitness.

Upon your acceptance of the offer letter and your appointment with the Company, you shall be designated as **Software Engineer** at **Graduate Trainee** grade based at BM1573=Thane. Your per annum fixed Cost To Company (CTC) (inclusive of all statutory payments) shall be **Rs. 700000/- p.a. (Rupees Seven Lakhs Only)**. This CTC will be subject to review based on your performance and other criteria's, as may be decided by the company from time to time.

A sum of **Rs.100000** as performance bonus, is **assured at the completion of first year of service**. The same shall become payable provided you are still under employment with the Company at the time the bonus is paid and have not tendered your resignation.

All amounts payable to you are subject to deduction of Taxes, Cess, Charges, Levies and other contributions that may be applicable from time to time and required to be made under the existing laws.

You shall be under probation for a period of six months from your joining date, and subject to your performance, the Company may confirm your appointment, upon such additional terms and conditions, as may be required. If, at the end of the probation, you are found suitable in the appointed post, you will be confirmed in the employment of the company by an order in writing. Confirmation of Dealers, Branch Managers and Relationship Managers and like designations in Retail Broking is contingent to the fact that of your holding a valid NISM certification at the time of confirmation due date.

Your date of joining will not be later than **03-July-2023**.

LivLong Insurance Brokers Ltd. (Formerly known as "IIFL Insurance Brokers Ltd.")

CIN: U66010MH2005PLC154486 • Direct Broker: IRDA Licence No. 388 Code No. DB 314/05 valid till November 26, 2023

Corp & Regd. Office: IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, MIDC, Thane Industrial Area,
Wagle Estate, Thane - 400 604. • Tel: (91-22) 3929 4000/ 4103 5000 • Fax: (91-22) 2580 6654
Website: www.iiflinsurance.com • E-mail: cs.insurance@iifl.com • Toll Free Number: 9819286666

You shall receive your Appointment Letter detailing the terms and conditions of your appointment. Upon first login to the Company's interface – "Adrenalin", you shall be bound by the terms and conditions of your appointment, internal policies of the Company, process and procedures, code of conduct and confidential norms as may be applicable from time to time.

This offer letter is confidential and you agree and undertake to keep this letter of offer and the contents thereof confidential. All the information shared with you at the time of interview regarding the Company and its Group is confidential and shall be kept confidential.

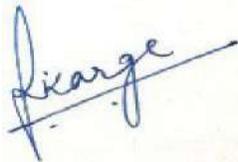
Kindly confirm your affirmation by signing a duplicate copy of this letter and return a copy of this letter within one (1) day of the date of offer, failing which this offer shall stand withdrawn.

We look forward to your working with us and to make our Company a most preferred employer in financial services industry.

Kindly carry this offer letter along on your day of joining. Thanking you,

Yours faithfully,

For Livlong



Priyanka Nikarge
Human Resources

I have read and understood the above terms and conditions of the offer and hereby accept the offer.

Mr. Varun Tripathy

Date

ANNEXURE A

Documents to be submitted at the time of joining:

1. Four Passport sized coloured photographs in formal attire.
2. Two Professional References (Name, Designation, Contact No, Address)
3. Email address of the previous employer.
4. A copy of the qualification certificates and other certificates (like NCFM, IRDA etc)
5. A copy of past experience certificate along with the last 2 months payslips
6. A copy of the salary certificate or Form - 16 of previous organization.
7. A copy of the Photo ID (Driving license / Passport / Voter's ID / Aadhaar)
8. Medical / Fitness certificate issued by a Doctor or a pathological laboratory.
9. A copy of the Pan card.
10. UID (Aadhaar Number)

**Private & Confidential****18 February 2023****Yash Jawale**

Dear Yash,

We are pleased to offer you employment in the position of Technical Analyst with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

Components	Amount (INR) p.a
A. Basic salary	427,500.00
B. Flexible Benefit Plan (FBP) **	522,500.00
C. Annual Gross Pay AGP (A+B)	950,000.00
D. Company's contribution to PF	51,300.00
Total Gross (C+D)	1,001,300.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 361,363.35** toward relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not

contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager A Prasanna Kumar (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H
Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



Private and Confidential

July 28, 2022

Anisha Dhameja
By Mail

Dear Anisha :

Confirming our discussions, we are pleased to extend to you a formal offer of employment at Institutional Shareholder Services India Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of **JUNIOR ANALYST** for **DEVELOPMENT**.

For fiscal year 2023, your annual base salary will be **INR 1,199,219** paid in monthly installments, pro-rated from your date of hire through the end of the fiscal year. Your monthly base salary will be one-twelfth of your annualized amount and will be paid in INR.

You may be eligible to receive an annual discretionary bonus. Any bonus would be at ISS' sole discretion, would generally be contingent on both individual and Company performance and would also be pro-rated from the date you commence employment. Any bonus would only be earned if you remain employed through, and do not give notice of termination of your employment prior to, the date of payment of the bonus. All payments are subject to applicable withholdings and deductions.

For the fiscal year 2023, your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	599,610	INR p.a.
B. Housing Allowance (includes optional Leave Travel Allowance)	539,010	INR p.a.
C. Other Allowance	34,200	INR p.a.
D. Meal Allowance	26,400	INR p.a.
<u>E. Base Salary</u>	1,199,219	INR p.a.
F. Firm's contribution to Provident Fund	71,953	INR p.a.
G. Gratuity accrual (Defined Benefit)	28,827	INR p.a.
<u>Cost to Company</u>	1,300,000	INR p.a.

INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, Nesco IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai - 400063

ISSGOVERNANCE.COM

Anisha Girish Dhameja
Date: 28-07-2022

Your Basic salary is calculated as 1/2 of your Base salary. Housing Allowance is calculated as Base salary minus the sum of Basic salary, Meal allowance and Other Allowance. All components of base salary will be paid in monthly installments. Your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of ISS's 2023 fiscal year.

As mentioned above, consistent with the Firm's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as ISS restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Firm's compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the vesting dates of the award.

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Medical claim program, subject to a total annual limit of Rs.600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of ISS, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to [Annexure I](#) for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the ISS Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. A copy of Code of Conduct is enclosed herewith. In addition you will



Anisha Girish Dhameja

Date: 28-07-2022



be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the ISS Legal and Compliance Department.

Data privacy

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.

Probation and other Contingencies

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice. The Company shall have the option to terminate your services by paying you fourteen days of base salary in lieu of notice. In the event that you do not serve the required notice period of fourteen days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' written notice. The Firm shall have the option to terminate your services by paying you 60 days base salary in lieu of notice. In the event that you do not serve the required notice period of 60 days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. The Firm reserves the right to change the abovementioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

Additional steps

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.

Anisha Girish Dhameja

Date: 28-07-2022



- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India.

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

Sincerely,

For and behalf of Institutional Shareholder Services India Private Limited



Bhagyalyoti Shetty
Associate Vice President
Recruitment, Human Resources - Asia Pacific

Anisha Girish Dhameja
Date: 28-07-2022

I hereby accept employment on the terms and conditions stated above.

Anisha Girish Dhameja Date: 28-07-2022

Subject to the agreement of the Firm, my proposed start date is: 5th July 2023



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

19 April 2023

Chirag Deepak Dayaramani
Flat no 102, Manish Plaza, section 38,
Near kapleshwar mahadev mandir,
Ulhasnagar-5, Ulhasnagar
Thane
421005

Dear Chirag Deepak,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name Chirag Deepak Dayaramani

Employing Company Barclays Global Service Centre Private Limited ("the Company")

Position Your role will be Graduate Analyst, BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date 24 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.

Working Hours Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.

You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi Pune 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00(the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

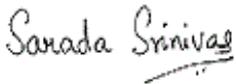
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
19 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282515
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:
- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
- (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.



06-Jun-23
Ref No: 16424242

Dheeraj Yadav
Room No. 18, Krishna Sadan Society, LBS Nagar, 90 Feet
Road, Sakinaka, Mumbai - 400072

LETTER OF APPOINTMENT

Dear **Dheeraj Yadav**,

We take great pleasure in extending an offer to you to be a part of **Kotak Mahindra Bank**. We welcome you to the bank which values and embraces qualities based on simplicity, prudence, humility and integrity.

When you sign this letter, you would have agreed to be a part of the Kotak family and uphold the 'Kotak DNA'. Kotak DNA includes our values, norms, ideology, beliefs, character, personality, and culture originated by our founding team at Kotak and has evolved over the years with new members joining. Our DNA is what defines the firm, and is the most powerful driver of our performance, which differentiates us from others in the industry.

Please find enclosed the Appointment letter.

We wish you a long and enriching career with Kotak!

In case of any queries please feel free to write to us on onboarding.helpdesk@kotak.com.

Signature Not Verified

Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.06.06 21:08:37
IST

Manoj Phadnis
Executive Vice President

Dheeraj Yadav

Kotak Mahindra Bank Limited

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India.

06-Jun-23
Ref No: 16424242

Dheeraj Yadav
Room No. 18, Krishna Sadan Society, LBS Nagar, 90 Feet
Road, Sakinaka, Mumbai - 400072

Dear Dheeraj Yadav,

We are delighted to appoint you as **Deputy Manager, M2** with effect from **17-Jul-23** or from your date of reporting to work whichever is earlier. This letter of appointment will cease to have effect if you do not join by **17-Jul-23**.

1. **Remuneration** - The details of your remuneration are enumerated in Annexure A. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** (herein referred to as the **Bank**).
2. **Location** - You will initially be posted at our office at **Kotak Mahindra Bank, 1288-Mumbai - Kotak Infiniti-MAH**, but you may be deputed at any other office / branch of the Bank or any of its associate companies or any other location and your services are liable to be transferred to any subsidiary or associate or affiliate company. As a Kotakite, you will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future.
3. **Conditions of appointment:**
 - 3.1 Your appointment is subject to your providing, inter alia:
 - a. A relieving letter from your previous employer relieving you from your duties.
 - b. A copy of the last pay slip from the previous employer.
 - c. Proof of date of birth.
 - d. Photocopies of Qualification documents
 - e. The Bank's application form complete with photograph.
 - f. Proof of identity (either Adhaar card, passport or voter's id)
 - g. Satisfactory Background Verification report conducted by the Bank upon your joining.
 - h. Copy of AMFI/NISM certification (if applicable)
 - i. Copy of IRDA certification (if applicable)
 - 3.2 Your appointment is also subject to your submitting a 'self- certified medical fitness declaration', format of which will be issued by the Bank.
4. **Probation** - Your appointment is subject to a probation period of **12 Months**. Permanent placement with us is contingent upon your successful completion of the probation. During this period, your employment may be terminated by the Bank or by yourself by giving 1 months' notice to the other.
5. **Working hours, Leave and Holidays:**
 - 5.1 You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time or in case your role determines, you may be required to work remotely either fully or partially, or full time from office or field working, as per the Bank's 'Remote Working' policy and 'Shift Allowance' policy.
 - 5.2 As a Kotakite and in view of your position and role, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours when the job so requires.
 - 5.3 The hours of work, holidays and paid leave will be in accordance with the Bank's rules and policies. Please note, that if you absent yourself from the services of the Bank without prior written permission of the appropriate authority or overstay sanctioned leave, for the number of days defined in the absconding clause of the Bank's 'Exit Policy', you will be deemed to have abandoned the services of the Bank and your services shall be liable to be terminated by the Bank forthwith.
 - 5.4 Absence from work or disability in performing your duties beyond the period of leave to which you are entitled to under the rules, shall be at the discretion of the management, and the same will be without any remuneration. You shall faithfully observe all the rules and regulations of the Bank and comply with all reasonable orders of your managers and attend to your duties punctually at such place or places, as you may be required.
6. **Governance and Code of Conduct:**
 - 6.1 As a Kotakite, you shall abide by the Kotak "Code of Conduct" which is built over 4 Pillars of Care, upholding the foundation of Trust. The 4 Pillars are:

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India.

- a. Care for my Colleagues – You shall ensure that you foster equal opportunity, observe diversity and inclusion, create a harassment free and productive workplace. You shall refrain from financial dealings between colleagues, relatives and others and ensure disclosure of personal relationships and relatives from time to time as mandated under the policy.
- b. Care for my Customers, Partners, investors and Public – According to this pillar you are expected to be sensitive and always act in the interest of Kotak and ensure that any business or personal association including close personal relationships which you may have, do not create a conflict of interest with your role and duties in Kotak or its operations. You owe a sense of loyalty to Kotak by the fact that you have voluntarily accepted employment with Kotak. This duty carries obligation that refrains you from placing yourself in a position that could produce a conflict between your self-interest and interest of Kotak. This includes dealing with gifts and favours, encouraging anti-bribery and corruption free business, anti-money laundering, prohibiting financial interests and declaring the same, disclosing personal investments and avoiding insider trading, personal lending and control on borrowing.
- c. Care for my Company Assets – You shall protect Personal, Confidential and Proprietary Information of Kotak and its employees, customers, partners, etc., safeguard Material Information and Non-Public data and Information. You shall maintain confidentiality in office areas and when you are working remotely. You shall practice accurate record keeping and operate within the delegation of authority.
- d. Care for my Company Reputation and Community – You shall follow defined protocols on engaging with Press, Digital, Social Media Relations and other engagements including Government and Political Involvement or lobbying. You shall procure valid licenses and copyrights. You shall exhibit responsibility towards community and environment and ensure you follow protocols on respecting human rights.

- 6.2 Besides, you must also abide by all other internal policies, rules and procedures, as implemented from time to time throughout the term of your employment. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' through various communication channels. You will be governed by the same from time to time as and when the said changes are made. It is your responsibility to keep yourself updated with the changes, read and comply with the same.
- 6.3 Since the nature of your work requires you to handle confidential information, you shall not, at any time during your employment or after your separation from the Bank, without the prior consent of the Bank in writing, divulge, directly or indirectly, any confidential, proprietary, material and non-public information related to the Bank for any purpose whatsoever.
- 6.4 You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article or blog/vlog or use social media, concerning any matter, which relates to any activity of the Bank.
- 6.5 In case of violation of the Code of Conduct and/or any other Bank's policies, rules and regulations, the Bank reserves the right to take appropriate action. Apart from this, if any financial loss is caused to the Bank due to proven acts of misconduct committed by you, such financial loss caused to the Bank, can also be recovered from your terminal benefits and/or from any other relationship maintained by you with the Bank.

7. Declarations and mandatory certifications - On joining, and thereafter every year and whenever required by the Bank, you must fill and sign declaration modules applicable to you from time to time. You must also comply with all mandatory training modules and get certified from time to time. Likewise, you must update disclosures proactively every time there is a change during your employment with the Bank.

8. Separation:

- 8.1 **Superannuation** - The age of superannuation i.e. the age of retirement will be as per the Bank's 'Exit policy'. Your date of birth has been recorded as **05-Jul-02** in the records of the Bank.
- 8.2 **Notice Period** - Subject to the right of the Bank to terminate your services in accordance with clause 8.3, it may be terminated either by the Bank or yourself by giving 3 months' notice to the other. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated as per Bank's 'Exit policy'.
- 8.3 Your employment can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:
- a. Any incorrect information furnished by you or on suppression of any material information and/or;
 - b. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter of appointment or a violation on your part of any of the Bank's rules and policies and/or;
 - c. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude and/or;
 - d. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or;
 - e. The results of any background/reference checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion and/or;
 - f. Any misconduct pertaining to moral turpitude, riotous/disorderly behavior, theft, misappropriation, conviction by any court of law and/or;
 - g. Any act or omission, which could be construed as loss of confidence in you by the Management and/or;
 - h. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

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- 8.4 **Garden Leave** – While serving notice, the Bank may require you to take Garden Leave, at the sole discretion of the Management, for all or part of the remaining period of employment. Garden leave may be applicable if you are in grade M5 and above, under certain circumstances or if you are working in sensitive roles, as defined in the Bank's 'Garden Leave Policy'.
- 8.5 **Inducing/influencing an employee to leave** – Whilst you are in service of the Bank or upon your separation, you will, not directly or indirectly, either on your own account or on behalf of or in conjunction with any other person, firm or company induce/influence or attempt to induce/influence any employee of the Bank, to leave the employment of the Bank. Failure to observe this would be considered as a breach of contract on your part.
- 8.6 **Joining Competitor** – As per the 'Exit policy', on your separation from the Bank you will declare if you are joining any Banking or Financial Services Company.
9. **Jurisdiction** - If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed excluded to that extent, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.
10. This appointment letter shall be governed by, and construed in accordance with, the laws of the Republic of India. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.
11. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment. This appointment letter may be amended by a subsequent written agreement between you and the Bank.

You are requested to send us a copy of this letter signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and happy career with us.

Yours faithfully,

Signature Not Verified,

Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.06.06 21:08:37
IST

Manoj Phadnis
Executive Vice President

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Dheeraj Yadav

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Annexure A

Name	Dheeraj Yadav				
Designation	Deputy Manager				
Role	Team Member - IT Apps RTB				
State	Maharashtra-Mumbai				
With effect from	17-Jul-23				
	Components	P.M.	P.A.	Frequency	Remarks
a. Basic	Basic Salary	26335	316020	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurances Premiums) & Additional HRA (If any)
b. Housing	House Rent Allowance	13168	158010	Monthly	Upto 50% of Basic Salary
c. Allowances and Benefits	Fitness Allowance	1000	12000	Monthly	Amount paid per month under Health and Fitness related Benefit. You can enter your fitness goals by visiting on Kotak's site: Health to the power infinity
	Leave Travel Assistance	0	0	Monthly	LTA paid proportionately every month, subject to tax as per Income Tax Rules, more details in Leave Travel Allowance policy
	Statutory Bonus	0	0	Monthly	Payable as per Payment of Bonus Act
	Professional Allowance	20908	250897	Monthly	Paid out as a supplementary allowance
d. Insurances Premiums	Kotak Term Life+ GPA		2200	Annual	This denotes average premium for the grade calculated as per Term Life cover for the grade. Life Insurance Policy: 1.5 times of CTC or grade-wise limit whichever is higher. Group Personal Accident Policy (GPA): 3L or 1 time CTC, whichever is higher Refer Term Life Insurance Policy & Group Personal Accident Policy.
	Medicclaim		7750	Annual	This denotes average Premium for covering you and dependents (partner and 2 children) for 4 Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years. You will be covered by default, coverage of the dependents as per your declaration. More details in Kotak Medicclaim Policy. Policy is renewed in April every year. Voluntary top-up and parents policies cover premium is paid by you

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e. Retirals	Contribution to Provident Fund		37922	Annual	Company's contribution towards PF @ 12% of Basic
	Contribution to Gratuity Fund		15201	Annual	This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, ex-gratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
Total Fixed Pay (a+b+c+d+e)	Total Fixed Pay *	61411	800000		
g. Target Variable Pay			0	Annual	- This is an indicative amount for 'Meets Expectation' Rating and the actual Annual Bonus/ Incentive may vary basis Company, Business Segment and individual performance. - If the Rating is higher or lower the Annual Bonus / Incentive will be adjusted appropriately - the amount is payable basis the Cash, Def Cash & Non Cash as per the NRC approved ratio, payable only to employees who are on the rolls of the Company (and not resigned) at the time of payout.
h. Total Pay (f+g)			800000		
f. Role Based Allowances/ Benefits	<ul style="list-style-type: none"> - Shift Allowance - for employees working in shift as per Shift Working policy - Corporate Mobile SIM - for the roles as per Mobile Policy - Corporate Credit Card - In case your role and grades defined as per Corporate Credit Card policy - Laptop/ Desktop - as per the role eligibility and company policy. 				
g. Potential Variable Pay	As per the variable pay policy applicable for your role.				
h. Other Benefits	- Emergency Loan - Refer to Emergency loan policy for eligibility amount and other details.				

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Joining Bonus on Confirmation In addition, we hereby offer you a Confirmation Bonus of amount INR. 200000/- (Two Lakh Only) to be paid to you upon successful confirmation of your services with us, on following terms and conditions:

- Having no disciplinary issues as per the terms & conditions of service
- Continuing to be in the employment of Kotak Mahindra Bank Ltd.
- Not Having tendered resignation or you serving notice period
- The amount will be paid post deduction of applicable taxes
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amounts, you shall be liable to pay the entire amount. The Company has the right to set off the amount not paid against any dues payable to you

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Letter of Offer

Strictly Private and Confidential

06-April-2023

Ms. Disha Bharat Mehta

Dear Disha Bharat Mehta,

With reference to your application and the subsequent discussions you had with us, we are pleased to extend this offer of employment to you. This is only an offer letter and is contingent upon you clearing the background verification, reference checks and also on certification of your medical fitness.

Upon your acceptance of the offer letter and your appointment with the Company, you shall be designated as **Software Engineer at Graduate Trainee** grade based at BM1573=Thane. Your per annum fixed Cost To Company (CTC) (inclusive of all statutory payments) shall be **Rs. 700000/- p.a. (Rupees Seven Lakhs Only)**. This CTC will be subject to review based on your performance and other criteria's, as may be decided by the company from time to time.

A sum of **Rs.100000** as performance bonus, is **assured at the completion of first year of service**. The same shall become payable provided you are still under employment with the Company at the time the bonus is paid and have not tendered your resignation.

All amounts payable to you are subject to deduction of Taxes, Cess, Charges, Levies and other contributions that may be applicable from time to time and required to be made under the existing laws.

You shall be under probation for a period of six months from your joining date, and subject to your performance, the Company may confirm your appointment, upon such additional terms and conditions, as may be required. If, at the end of the probation, you are found suitable in the appointed post, you will be confirmed in the employment of the company by an order in writing. Confirmation of Dealers, Branch Managers and Relationship Managers and like designations in Retail Broking is contingent to the fact that of your holding a valid NISM certification at the time of confirmation due date.

Your date of joining will not be later than **03-July-2023**.

LivLong Insurance Brokers Ltd. (Formerly known as "IIFL Insurance Brokers Ltd.")

CIN: U66010MH2005PLC154486 • Direct Broker: IRDA Licence No. 388 Code No. DB 314/05 valid till November 26, 2023

You shall receive your Appointment Letter detailing the terms and conditions of your appointment. Upon first login to the Company's interface – "Adrenalin", you shall be bound by the terms and conditions of your appointment, internal policies of the Company, process and procedures, code of conduct and confidential norms as may be applicable from time to time.

This offer letter is confidential and you agree and undertake to keep this letter of offer and the contents thereof confidential. All the information shared with you at the time of interview regarding the Company and its Group is confidential and shall be kept confidential.

Kindly confirm your affirmation by signing a duplicate copy of this letter and return a copy of this letter within one (1) day of the date of offer, failing which this offer shall stand withdrawn.

We look forward to your working with us and to make our Company a most preferred employer in financial services industry.

Kindly carry this offer letter along on your day of joining. Thanking you,

Yours faithfully,

For Livlong



Priyanka Nikarge
Human Resources

I have read and understood the above terms and conditions of the offer and hereby accept the offer.

Ms. Disha Bharat Mehta

Date

ANNEXURE A

Documents to be submitted at the time of joining:

1. Four Passport sized coloured photographs in formal attire.
2. Two Professional References (Name, Designation, Contact No, Address)
3. Email address of the previous employer.
4. A copy of the qualification certificates and other certificates (like NCFM, IRDA etc)
5. A copy of past experience certificate along with the last 2 months payslips
6. A copy of the salary certificate or Form - 16 of previous organization.
7. A copy of the Photo ID (Driving license / Passport / Voter's ID / Aadhaar)
8. Medical / Fitness certificate issued by a Doctor or a pathological laboratory.
9. A copy of the Pan card.
10. UID (Aadhaar Number)

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, consisting of a stylized 'J' followed by the name 'Dimon'.

J.P.Morgan

13-May-2023

Khushboo Bajaj
Bk no 326,room no 12,sonar gali,siru chowk,ulhasnagar 421002
-421002
MUMBAI
Maharashtra
INDIA

Dear Khushboo Bajaj,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

September 2, 2022

Ms. Kusum Manu Rohra

Email id: kusumrohra24@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Kusum Manu Rohra,

We are pleased to offer you the position of **Intern - Framework Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Kusum Manu Rohra



Date: 20/04/2023

Ref. No. SCHOFF48104

Mr. Yogesh Khatri
Shop Number 16, Mahaveer Plaza
Dawa Bazar, Rallies Plots
Mumbai
Maharastra
India-444601

Subject: Offer Letter

Dear Yogesh Khatri,

We are pleased to offer you the position of **Full Stack Engineer** at Schbang with effect from **03/07/2023 10:00 AM**.

The appointment is on the terms mutually agreed during the course of the interview. Your CTC would be ₹ 500,000 /Year.

Your first day(s) will begin with the Schbanger's induction. You will meet your colleagues and over the first month get a preview of our work culture and receive the tools and information you need.

You may also follow our Facebook <https://www.facebook.com/schbang/> Instagram <https://www.instagram.com/schbang/> and Website <https://www.schbang.com/> pages for regular updates on our work, achievements, and some of our shenanigans!

We are excited to bring you on board. Do feel free to get in touch with us in case of any queries that cross your mind.

Note: This is a system generated Offer Letter and requires no Authorization.

Ref.:- HO/HR/OL/09032023

09-03-2023

Subject: Offer Letter

Dear **Khushi Chouhan**,

This is in reference to the evaluation of your candidature and the discussions we have had with you pursuant thereto. We are pleased to inform you that we would like to make you a job offer to join Games24x7 (www.games24x7.com) as **“Data Analyst”**.

Offer Details: -

- Total C.T.C : Rs. 12,32,000/- (Rs. Twelve Lakh Thirty Two Thousand Rupees only P/A).
(The details of salary break up can be found in ***Annexure I*** below)
- Joining Bonus : You will also be eligible for one-time payment of INR 100000
- Position : “Data Analyst”
- Joining Date : 10-07-2023
- Job Location : Marathalli,Bengaluru, Karnataka, India, (Bengaluru)

We would appreciate if you could confirm your acceptance of this offer by 13-03-2023.

On the date of joining, you are requested to submit the following documents: -

1. Certificates (Educational & Experience).
2. Last drawn Salary Slip.
3. Address Proof (e. g. Electricity Bill, Ration Card, Passport, etc.)
4. Photo ID (e.g. Voters card, passport, driving license etc.)
5. Passport sized photographs Color (2 nos.)

You will be working initially on probation for a period of 180 days and your employment will be confirmed after successful completion of probation. A formal letter of appointment will be issued to you with all the terms and conditions post submitting all the requested documents.

Please give us a signed copy of this offer letter or respond to by email confirming your acceptance of this offer. Please note that this offer will cease to be valid if we do not receive your acceptance within the stipulated time of joining as mentioned in the job offer letter above.

We extend to you our warm welcome and look forward to your long and successful association with the Games24x7 family.

Thanks & Regards,

For Games24x7 Pvt. Ltd.

A handwritten signature in black ink, appearing to read 'Vikrant Goyal', is placed on a yellow rectangular background.

Vikrant Goyal
(Vice President - HR)

Annexure – I

Cost to Company (CTC)
Name of Employee: - Khushi Chouhan
Designation: - Data Analyst
Cost to Company (CTC) effective from: - 10-07-2023

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	4,40,000	36,666.67
HRA	2,64,000	22,000
LTA	44,004	3,667
Food Coupons	30,000	2,500
Conveyance	24,000	2,000
Special Allowance	2,76,396	23,033
Gross Salary Fixed	10,78,400	89,866.67
PF Employer Contribution	21,600	1,800
Gross Salary with Retirals	11,00,000	91,666.67
Potential Bonus	1,32,000	11,000
Total CTC	12,32,000	1,02,666.67

- Your total earnings are further subject to statutory deduction(s) as applicable under law.
- Employer contribution to PF is part of your CTC mentioned in your salary break-up. Employee Contribution shall be deducted from your basic salary and appears as deduction in your pay slip.
- Joining Bonus will be paid along with the first month salary. If you leave the company before one year of completion, joining bonus would be deducted from your final settlement.
- Company performance bonus payout is totally based on company's performance and your individual performance. This is indicative and final number may vary basis actual performance evaluation. For the past five years the Company wide average percentage has been 12% of fixed CTC.





06-Mar-23
Ref No: 16424278

Abinash Behera
201 Dattushree Apt,
Kolshet Road, Lower Kolshet ,
Thane West, Thane,
Po: Sandozbaug, Maharashtra,
400607

LETTER OF APPOINTMENT

Dear **Abinash Behera**,

We take great pleasure in extending an offer to you to be a part of **Kotak Mahindra Bank**. We welcome you to the bank which values and embraces qualities based on simplicity, prudence, humility and integrity.

When you sign this letter, you would have agreed to be a part of the Kotak family and uphold the 'Kotak DNA'. Kotak DNA includes our values, norms, ideology, beliefs, character, personality, and culture originated by our founding team at Kotak and has evolved over the years with new members joining. Our DNA is what defines the firm, and is the most powerful driver of our performance, which differentiates us from others in the industry.

Please find enclosed the Appointment letter.

We wish you a long and enriching career with Kotak!

Signature Not Verified
In case of any queries, please feel free to write to us on onboarding.helpdesk@kotak.com.

Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.06.03 18:52:12
IST

Manoj Phadnis
Executive Vice President

Abinash Behera

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, InfinityPark
Off Western Express Highway
General A KMarg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

06-Mar-23
Ref No: 16424278

Abinash Behera
201 Dattushree Apt,
Kolshet Road, Lower Kolshet ,
Thane West, Thane,
Po: Sandozbaug, Maharashtra,
400607

Dear Abinash Behera,

We are delighted to appoint you as **Deputy Manager, M2** with effect from **17-Jul-23** or from your date of reporting to work whichever is earlier. This letter of appointment will cease to have effect if you do not join by **17-Jul-23**.

1. **Remuneration** - The details of your remuneration are enumerated in Annexure A. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** (herein referred to as the **Bank**).
2. **Location** - You will initially be posted at our office at **Kotak Mahindra Bank, 1288-Mumbai - Kotak Infiniti-MAH**, but you may be deputed at any other office / branch of the Bank or any of its associate companies or any other location and your services are liable to be transferred to any subsidiary or associate or affiliate company. As a Kotakite, you will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future.
3. **Conditions of appointment:**
 - 3.1 Your appointment is subject to your providing, inter alia:
 - a. A relieving letter from your previous employer relieving you from your duties.
 - b. A copy of the last pay slip from the previous employer.
 - c. Proof of date of birth.
 - d. Photocopies of Qualification documents
 - e. The Bank's application form complete with photograph.
 - f. Proof of identity (either Adhaar card, passport or voter's id)
 - g. Satisfactory Background Verification report conducted by the Bank upon your joining.
 - h. Copy of AMFI/NISM certification (if applicable)
 - i. Copy of IRDA certification (if applicable)
 - 3.2 Your appointment is also subject to your submitting a 'self- certified medical fitness declaration', format of which will be issued by the Bank.
4. **Probation** - Your appointment is subject to a probation period of **12 Months**. Permanent placement with us is contingent upon your successful completion of the probation. During this period, your employment may be terminated by the Bank or by yourself by giving 1 months' notice to the other.
5. **Working hours, Leave and Holidays:**
 - 5.1 You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time or in case your role determines, you may be required to work remotely either fully or partially, or full time from office or field working, as per the Bank's 'Remote Working' policy and 'Shift Allowance' policy.
 - 5.2 As a Kotakite and in view of your position and role, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours when the job so requires.
 - 5.3 The hours of work, holidays and paid leave will be in accordance with the Bank's rules and policies. Please note, that if you absent yourself from the services of the Bank without prior written permission of the appropriate authority or overstay sanctioned leave, for the number of days defined in the absconding clause of the Bank's 'Exit Policy', you will be deemed to have abandoned the services of the Bank and your services shall be liable to be terminated by the Bank forthwith.
 - 5.4 Absence from work or disability in performing your duties beyond the period of leave to which you are entitled to under the rules, shall be at the discretion of the management, and the same will be without any remuneration. You shall faithfully observe all the rules and regulations of the Bank and comply with all reasonable orders of your managers and attend to your duties punctually at such place or places, as you may be required.
6. **Governance and Code of Conduct:**
 - 6.1 As a Kotakite, you shall abide by the Kotak "Code of Conduct" which is built over 4 Pillars of Care, upholding the foundation of Trust. The 4 Pillars are:

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, InfinityPark
Off Western Express Highway
General A KMarg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
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India.

- a. **Care for my Colleagues** – You shall ensure that you foster equal opportunity, observe diversity and inclusion, create a harassment free and productive workplace. You shall refrain from financial dealings between colleagues, relatives and others and ensure disclosure of personal relationships and relatives from time to time as mandated under the policy.
 - b. **Care for my Customers, Partners, investors and Public** – According to this pillar you are expected to be sensitive and always act in the interest of Kotak and ensure that any business or personal association including close personal relationships which you may have, do not create a conflict of interest with your role and duties in Kotak or its operations. You owe a sense of loyalty to Kotak by the fact that you have voluntarily accepted employment with Kotak. This duty carries obligation that refrains you from placing yourself in a position that could produce a conflict between your self-interest and interest of Kotak. This includes dealing with gifts and favours, encouraging anti-bribery and corruption free business, anti-money laundering, prohibiting financial interests and declaring the same, disclosing personal investments and avoiding insider trading, personal lending and control on borrowing.
 - c. **Care for my Company Assets** – You shall protect Personal, Confidential and Proprietary Information of Kotak and its employees, customers, partners, etc., safeguard Material Information and Non-Public data and Information. You shall maintain confidentiality in office areas and when you are working remotely. You shall practice accurate record keeping and operate within the delegation of authority.
 - d. **Care for my Company Reputation and Community** – You shall follow defined protocols on engaging with Press, Digital, Social Media Relations and other engagements including Government and Political Involvement or lobbying. You shall procure valid licenses and copyrights. You shall exhibit responsibility towards community and environment and ensure you follow protocols on respecting human rights.
- 6.2 Besides, you must also abide by all other internal policies, rules and procedures, as implemented from time to time throughout the term of your employment. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' through various communication channels. You will be governed by the same from time to time as and when the said changes are made. It is your responsibility to keep yourself updated with the changes, read and comply with the same.
- 6.3 Since the nature of your work requires you to handle confidential information, you shall not, at any time during your employment or after your separation from the Bank, without the prior consent of the Bank in writing, divulge, directly or indirectly, any confidential, proprietary, material and non-public information related to the Bank for any purpose whatsoever.
- 6.4 You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article or blog/vlog or use social media, concerning any matter, which relates to any activity of the Bank.
- 6.5 In case of violation of the Code of Conduct and/or any other Bank's policies, rules and regulations, the Bank reserves the right to take appropriate action. Apart from this, if any financial loss is caused to the Bank due to proven acts of misconduct committed by you, such financial loss caused to the Bank, can also be recovered from your terminal benefits and/or from any other relationship maintained by you with the Bank.
7. **Declarations and mandatory certifications** - On joining, and thereafter every year and whenever required by the Bank, you must fill and sign declaration modules applicable to you from time to time. You must also comply with all mandatory training modules and get certified from time to time. Likewise, you must update disclosures proactively every time there is a change during your employment with the Bank.
8. **Separation:**
- 8.1 **Superannuation** - The age of superannuation i.e. the age of retirement will be as per the Bank's 'Exit policy'. Your date of birth has been recorded as **15-Aug-00** in the records of the Bank.
 - 8.2 **Notice Period** - Subject to the right of the Bank to terminate your services in accordance with clause 8.3, it may be terminated either by the Bank or yourself by giving 3 months' notice to the other. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated as per Bank's 'Exit policy'.
 - 8.3 Your employment can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:
 - a. Any incorrect information furnished by you or on suppression of any material information and/or;
 - b. Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter of appointment or a violation on your part of any of the Bank's rules and policies and/or;
 - c. You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude and/or;
 - d. You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or;
 - e. The results of any background/reference checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion and/or;
 - f. Any misconduct pertaining to moral turpitude, riotous/disorderly behavior, theft, misappropriation, conviction by any court of law and/or;
 - g. Any act or omission, which could be construed as loss of confidence in you by the Management and/or;

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CIN L65110MH1985PLC038137

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- h. Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.
- 8.4 **Garden Leave** – While serving notice, the Bank may require you to take Garden Leave, at the sole discretion of the Management, for all or part of the remaining period of employment. Garden leave may be applicable if you are in grade M5 and above, under certain circumstances or if you are working in sensitive roles, as defined in the Bank's 'Garden Leave Policy'.
- 8.5 **Inducing/influencing an employee to leave** – Whilst you are in service of the Bank or upon your separation, you will, not directly or indirectly, either on your own account or on behalf of or in conjunction with any other person, firm or company induce/influence or attempt to induce/influence any employee of the Bank, to leave the employment of the Bank. Failure to observe this would be considered as a breach of contract on your part.
- 8.6 **Joining Competitor** – As per the 'Exit policy', on your separation from the Bank you will declare if you are joining any Banking or Financial Services Company.
9. **Jurisdiction** - If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed excluded to that extent, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.
10. This appointment letter shall be governed by, and construed in accordance with, the laws of the Republic of India. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.
11. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment. This appointment letter may be amended by a subsequent written agreement between you and the Bank.

You are requested to send us a copy of this letter signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and happy career with us.

Yours faithfully,
Signature Not Verified
For Kotak Mahindra Bank Ltd.,
Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.06.03 18:52:12
IST

Manoj Phadnis
Executive Vice President

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Abinash Behera

Kotak Mahindra Bank Limited

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Annexure A

Name	Abinash Behera				
Designation	Deputy Manager				
Role	Team Member - IT Apps RTB				
State	Maharashtra-Mumbai				
With effect from	17-Jul-23				
	Components	P.M.	P.A.	Frequency	Remarks
a. Basic	Basic Salary	26335	316020	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurances Premiums) & Additional HRA (If any)
b. Housing	House Rent Allowance	13168	158010	Monthly	Upto 50% of Basic Salary
c. Allowances and Benefits	Fitness Allowance	1000	12000	Monthly	Amount paid per month under Health and Fitness related Benefit. You can enter your fitness goals by visiting on Kotak's site: Health to the power infinity
	Leave Travel Assistance	0	0	Monthly	LTA paid proportionately every month, subject to tax as per Income Tax Rules, more details in Leave Travel Allowance policy
	Statutory Bonus	0	0	Monthly	Payable as per Payment of Bonus Act
	Professional Allowance	20908	250897	Monthly	Paid out as a supplementary allowance
d. Insurances Premiums	Kotak Term Life+ GPA		2200	Annual	This denotes average premium for the grade calculated as per Term Life cover for the grade. Life Insurance Policy: 1.5 times of CTC or grade-wise limit whichever is higher. Group Personal Accident Policy (GPA): 3L or 1 time CTC, whichever is higher Refer Term Life Insurance Policy & Group Personal Accident Policy.
	Medicclaim		7750	Annual	This denotes average Premium for covering you and dependents (partner and 2 children) for 4 Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years. You will be covered by default, coverage of the dependents as per your declaration. More details in Kotak Mediclaim Policy. Policy is renewed in April every year.

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					Voluntary top-up and parents policies cover premium is paid by you
e. Retirals	Contribution to Provident Fund		37922	Annual	Company's contribution towards PF @ 12% of Basic
	Contribution to Gratuity Fund		15201	Annual	This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, ex-gratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
Total Fixed Pay (a+b+c+d+e)	Total Fixed Pay *	61411	800000		
g. Target Variable Pay			0	Annual	- This is an indicative amount for 'Meets Expectation' Rating and the actual Annual Bonus/ Incentive may vary basis Company, Business Segment and individual performance. - If the Rating is higher or lower the Annual Bonus / Incentive will be adjusted appropriately - the amount is payable basis the Cash, Def Cash & Non Cash as per the NRC approved ratio, payable only to employees who are on the rolls of the Company (and not resigned) at the time of payout.
h. Total Pay (f+g)			800000		
f. Role Based Allowances/ Benefits	<ul style="list-style-type: none"> - Shift Allowance - for employees working in shift as per Shift Working policy - Corporate Mobile SIM - for the roles as per Mobile Policy - Corporate Credit Card - In case your role and grades defined as per Corporate Credit Card policy - Laptop/ Desktop - as per the role eligibility and company policy. 				
g. Potential Variable Pay	As per the variable pay policy applicable for your role.				
h. Other Benefits	- Emergency Loan - Refer to Emergency loan policy for eligibility amount and other details.				

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Joining Bonus on Confirmation In addition, we hereby offer you a Confirmation Bonus of amount INR. 200000/- (Two Lakh Only) to be paid to you upon successful confirmation of your services with us, on following terms and conditions:

- Having no disciplinary issues as per the terms & conditions of service
- Continuing to be in the employment of Kotak Mahindra Bank Ltd.
- Not Having tendered resignation or you serving notice period
- The amount will be paid post deduction of applicable taxes
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amounts, you shall be liable to pay the entire amount. The Company has the right to set off the amount not paid against any dues payable to you

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Selligize Web Technology Services Pvt Ltd
F20-22, First Floor, Sarvoday Mall,
Kalyan (W). 421301, India.
Tel: +91 22 48 966 466
www.selligize.com

Date: June 20, 2023

Ref: Selligize/HR/Offer/20230620-01

Dear **Asmita Bhangare**,

We are pleased to confirm our offer of employment to you as "**Developer**" with Selligize WTS Pvt Ltd at an Annual Target CTC of **₹3,31,000/- (Three Lac Thirty One Thousand Eight Hundred Rupees Only)**.

This offer will be valid for 24 hours from the date of this letter. If this offer of employment is acceptable to you, please let us know your acceptance by following the link shared with you via email. If we do not hear back from you within this period this offer will be deemed to be canceled and we are not obliged to hold the position open for you.

The Terms & Conditions of employment and the breakup of your target annual salary are mentioned in the Service Agreement document shared with you along with this offer. (**Ref: Selligize/HR/SA/20230620-01**)

You are expected to reach our office for joining formalities at 11:00 am on 26-06-2023 Your employment will begin immediately thereof.

You are requested to carry the following at the time of joining:

- Service Letter from previous employer mentioning your last day of work. (If any)
- 2 recent Passport size Photographs
- Aadhar Card or Passport (Original & Photocopy)
- PAN Card (Original & Photocopy)
- 10th, 12th, and Final Marksheets of each year (Original & Photocopies)

At Selligize, one of our goals is to afford all our people the opportunity to pursue their careers, achieve their personal best, and balance their personal and professional goals. We hope you too will be committed and dedicated to the growth & success of the company.

Welcome to Selligize!

A handwritten signature in black ink that reads "Rahil".

Director,
Rahil Khan.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, consisting of a stylized 'J' followed by the name 'Dimon'.

J.P.Morgan

13-May-2023

Khushboo Bajaj
Bk no 326,room no 12,sonar gali,siru chowk,ulhasnagar 421002
-421002
MUMBAI
Maharashtra
INDIA

Dear Khushboo Bajaj,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, consisting of a stylized 'J' followed by the name 'Dimon'.

J.P.Morgan

13-May-2023

Khushboo Bajaj
Bk no 326,room no 12,sonar gali,siru chowk,ulhasnagar 421002
-421002
MUMBAI
Maharashtra
INDIA

Dear Khushboo Bajaj,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

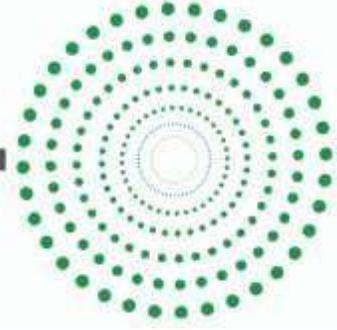
- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000



October 13th, 2022

Offer of Employment with Dolat Group

Dear Aashutosh Baraskar

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 01/06/2023.

Dolat Group is pleased to offer you a position of Strategy Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 09.50 LPA (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 5,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 05 years

Accept Job Offer,

By signing and dating this letter below, I, Aashutosh Baraskar accept the job offer of Strategy Software Developer by Dolat Group

Signature:  Date: 15/10/2022



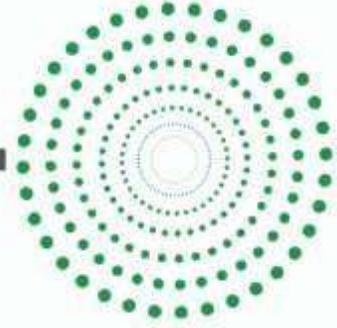
022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Offer Letter Contd... ANNEXURE

Aashutosh Baraskar

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 09.50 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		26667.00	320004.00
HRA Allow		13334.00	160008.00
CCA		13299.00	159588.00
	A	53300.00	639600.00
Fixed/Variables	B		150000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
LTA		2500.00	30000.00
MOTOR CAR		3500.00	42000.00
Professional Dev		1000.00	12000.00
Telephone		1500.00	18000.00
	C	9750.00	117000.00
Mediclaime Policy	D		4000.00
Gratuity	E		16000.00
EPF	F		23400.00
TOTAL TAKE A To F		63050.00	950000.00

- PN: 1. All in rounded figures. Pay heads may be inter changed later on.
 2.Perks & EPF are optional. A declaration is required for opting out of the EPF.
 3.Employer contribution of EPF included in the CTC. Both employee + employers amount shall monthly be deposited in your EPF A/c with the Government.
 4. Gratuity 2% of the CTC. Rounded to nearest.
 5. Tax may vary depends upon your Investments & previous employer's salary.

We look forward to an enduring relationship with you.




Yours Sincerely,
 JIGAR P SHAH – Dolat Capital Market Pvt Ltd



022-6692 2045



hrteam@dolatcapital.com/
 www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058

07 May 2023

Mr. Devansh Vijay Singh
F903 Green World, Dighe, Thane 400708, Dighe,
Thane, 400708

Your appointment as Senior Analyst in Technology Consulting

Dear Devansh,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Senior Analyst** in Band **6**.

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 5,50,000 per annum (Rupees Five Lakh Fifty Thousand Only)** only). A typical break up is provided as an Illustration in Annexure A to this Agreement.
- b. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.
- c. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

3. Date of joining

As agreed, you shall join the services of the Firm on **24 July 2023**.

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.



5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be Mumbai - Dadar (Ruby). However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

- a. Either party may terminate the employment by giving a mandatory minimum of 3 months' notice to the other party, (also applicable during probation period) The Firm may, at its discretion, with or without conditions, agree to waive off the 3 months' notice period requirement, either wholly or partly.
- b. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Code of Conduct and Policies

- a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Firm.
- b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.
- c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

9. Confidentiality

- a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.



- b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.
- c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.
- d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.
- e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms, that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.



- f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

10. Non- Compete

- a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.
- b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.
- c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.
- d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.
- e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

11. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

- a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:
 - is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
 - result from or is suggested by any work which you may do for the Firm
 - are otherwise made through the use of Firm's time, facilities or materials.
- b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.



- c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

12. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

13. Miscellaneous

- a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up
Annexure B - Relocation letter

- b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.
- c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.
- d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.
- e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.



- f. **Privity of contract**: The terms of this Agreement may only be enforced by a party to this Agreement.
- g. **Governing law and dispute resolution**: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.
- h. **Certificate of Practice**: If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.
- i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Devansh Vijay Singh



Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)	
(A) Salary Components	5,19,600	
Basic Salary:	2,53,200	
House Rent Allowance:	1,26,600	
Special Allowance:	22,200	
Conveyance Allowance:	1,17,600	
(B) Other Perquisites	30,400	
Firm's Contribution to Provident Fund:	30,384	
Year End Ex-Gratia	16	
(C) Annual Fixed Compensation (A+B)	5,50,000	
(D) Other Benefits	32,173	
Gratuity (accrual)	12,173	
Firm's contribution towards Medical insurance	20,000	
(E) Total Compensation (C+D)	5,82,173	
(F) Annual performance bonus (earning potential)	Min. 0%	Max. 12%
	0	66,000
Annual total earning potential (E+F)	5,82,173	6,48,173



Please note that Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN already, then please apply for the same at the earliest.

1. House Rent Allowance (HRA): This will be 50% of your basic salary.
2. Special Allowance: Special Allowance will be in the range of 0% to 10% of the annual fixed compensation.
3. Conveyance Allowance: Conveyance allowance will be the balancing figure in your compensation structure.
4. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are an active member of PF, it will be mandatory for you to opt for the same. If not opted for, conveyance allowance will be adjusted accordingly.
5. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
6. You will be eligible for medical insurance coverage for self, spouse, two children and parents/parents in-law up to INR 3 lac per annum, subject to your declaration as per the policy. Additionally, you, spouse and two children will be covered for critical illness cover of INR 10 lacs.
7. In the unfortunate case of death of an employee, the Firm extends financial support to the family up to three times of the last drawn annual CTC of the deceased employee. The minimum amount for this financial support will be INR 25,00,000.

Please note that all the benefits/coverage mentioned above are governed by the Firm's policies and/or statutory law, as applicable.



Ernst & Young LLP
11th to 17th Floor, The Ruby
29, Senapati Bapat Marg
Dadar (West)
Mumbai - 400 028, India
Phone: +91 22 6192 0000
Fax: +91 22 6192 1000

**Annexure B
Relocation Letter**

07 May 2023

**Devansh Vijay Singh
F903 Green World, Dighe, Thane 400708, Dighe,
Thane, 400708**

Dear Devansh,

Sub: Relocation benefits

In addition to the terms and conditions mentioned in the appointment letter, you are also eligible for reimbursement of relocation expenses per below mentioned details.

Your relocation expense entitlement is **INR 45,833/- (Rupees Forty Five Thousand Eight Hundred and Thirty Three Only)**. If any relocation expense paid/ incurred, exceeds the relocation eligibility limit, the same shall be recoverable from the employee.

Employee Self-Travel	<ul style="list-style-type: none">• One-way trip (Air Travel/ Train Travel) between current location and new location for self.• A maximum of two one-way cab fare for airport transfers. For the purpose of reimbursement, GST registered metered/ App based cabs only will be considered.• In case, you choose to undertake a road trip, the cost of the road trip should be less than one AC first class rail fare between the two locations. Mileage rates applicable in case of use of own car (only one car permitted) will be INR 10 per km. The cost per km is inclusive of any other cost such as toll/fuel etc. Shortest route shall be taken as per google map for considering the KM distance
<u>Accommodation</u>	<ul style="list-style-type: none">• Accommodation should be booked by respective individual for maximum of 10 room nights' stay at guest house or hotel based on eligibility as per the firm's Travel policy.• Expenses incurred on food, laundry, newspaper etc. during the stay at guest house or hotel will not be reimbursable.• Payment should be made only via credit card, online banking, wallet etc.

Air/Train bookings must be done only through the firm's Travel Desk. EY Relocation assistance team will contact you two weeks prior to your joining date to facilitate transition.

In the event of you deciding to leave before completion of 1 year with the firm, the amount reimbursed hereunder will be recovered in full. For the purposes of this clause, the duration will



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be calculated from your date of joining to date of you 'deciding to leave' (which shall mean the date of your resignation letter).

Yours sincerely,
For Ernst & Young LLP

Anshula Verma

Authorized Signatory

I hereby accept terms & conditions mentioned in the letter.

Signature _____

Date _____

Devansh Vijay Singh

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 04/21/2023

Nikhil Nandkishor Chavan

C11901780

**Plot No 70-R, M. D. S. Marg, Central Ave Rd, Opposite to Railway Station, Chembur, Mumbai, Maharashtra ,400071
7249095850**

Dear **Nikhil Nandkishor Chavan,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Nikhil Nandkishor Chavan

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 14,300/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 461200/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5.You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6.Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Nikhil Nandkishor Chavan

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Network Marvels (India) Pvt. Ltd.

Unit 301-E, WiFi Park, 4th Floor,

Plot B-3, Wagle Estate

Thane - 400604, India

Tel: +91-22-25828798

www.networkmarvels.com

October 7, 2022

Mr. Ajith Ramachandran Nair

B 12, Mangaldeep, P&T Colony,
Dombivali

Phone: +91 - 8433782972

Dear Ajith,

We are pleased to confirm our offer of employment to you as **Junior Software Engineer** with Network Marvels (India) Private Limited (the Company) upon successful completion of your B.E. final semester Examination.

You are requested to report to the office on the date of joining not later than 9.00 AM.

Location - You will be based in **Thane** but the Company may require you to work at other Company locations and on customers' sites, both inside or outside India. The Company will seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate and possible.

Compensation - Your annual salary will be **₹ 4,32,831/- (Rupees Four Lac Thirty Two Thousand Eight Hundred Thirty One only)**. This includes your salary, benefits and performance incentive (if applicable). In addition, Loyalty Bonus shall be payable as per the terms and conditions mentioned on page 4 of this letter.

The breakup of your target annual salary is attached herewith.

The benefits included in your annual salary are:

Company's contribution to EPF - You will be eligible to participate in the Employees' Provident Fund (EPF) scheme voluntarily as per the applicable rules and in that case the Company will match your contribution up to a maximum of Rupees 1,800 (One Thousand Eight Hundred) per month.

Gratuity - On completion of continuous five years of service with the Company you will be eligible for gratuity as per the Payment of Gratuity Act. This amount will accrue to your account annually.

Personal Tax - The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the prevailing rules.

Probation Period - On joining the company you will be on probation for **six months**. During the probation period you will be trained on the job. If your performance and services are found satisfactory during the probation period, you will be confirmed in the present position. The probation period may however be extended or the contract of employment may be terminated, if so deemed necessary by the Management.

Notice Period/Termination - Your services can be terminated by giving 3 (three) months active notice in writing, on either side. It will be mandatory for you to serve the full notice period without taking any leave, to help with your work transition, allowing time for the Company to find a suitable replacement, completing the knowledge transfer and full hand over of all your responsibilities to a nominated person.

Leave during notice period will be allowed only on certified medical or other valid, exceptional personal reasons, with special approval of your Reporting Manager. In such cases, your notice period and release date will be extended on a pro-rate basis to the extent of your days of absence during the notice period.

The Company may, in certain circumstances, prefer to terminate your services without the notice period or a reduced notice period, in which case, you will be paid salary in lieu thereof for those many days.

Notwithstanding the above, it shall be fully the Company's discretion, considering the business impacts and client commitments of your not serving the full notice period, whether to relieve you early after accepting payment of salary in lieu of full or part notice period, or after waiving your full or part notice period without any payment in lieu thereof.

Payment of salary in lieu of notice period will not apply if your termination is on grounds of indiscipline or any form of misconduct.

During the period of this employment you should not draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

During the tenure of your employment, the company may incur training/ certification expenses on you. In the event you leave services of the Company within a period of 12 (TWELVE) months from the date of training/ certification, you will be required to reimburse the entire training costs including any travel costs related to the training. Depending on the expenses involved, you may also be required to sign a service agreement with the company for a specific period, which will be indicated to you at that time.

Your employment will be subject to the following pre-conditions:

1. You obtain a clear discharge from your present employer (if applicable)
2. Your employee verification check conducted by the Company is cleared

Private Information Policy - You will be bound by the company's Private Information Policy as described in Annex 1 for holding in confidence any trade secrets or confidential business and technical information of the Company and its clients.

Intellectual Properties - Additionally, you will also be bound by the Company's policy with respect to Intellectual Property as described in Annex 3.

Non-Competition - In the event that you leave the Company either initiated by yourself or the Company, you will not recruit or solicit for hire any employee and/or independent contractors of the Company for a period of 18 (EIGHTEEN) months commencing the last day of your employment with the Company.

Governing Law - The terms and conditions as stipulated above shall be interpreted in accordance with the laws of India. In the event of any dispute, the parties shall submit to the exclusive jurisdiction of the Courts of Thane, India.

Confidentiality - The terms of your employment are strictly confidential between you and the Company. Discussion of your compensation with any other party or employee may constitute grounds for dismissal.

Condition of Hire - All appointments are based on the information furnished by you in your employment application and all further declarations and undertakings. Hence, any false statement or information furnished as above will lead to your dismissal without notice.

You hereby warrant that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform the duties of your employment.

You also warrant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement between you and any third party and that the Company will in no way be concerned with such liabilities.

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During your employment with the Company you will agree to work on any project that you are assigned to, irrespective of technical platforms / skills and nature of the project. If necessary, you may also be required to work in shifts. Failing to do so can lead to termination of employment without notice.

Regardless of any secondment to any other entities of Network Marvels or where you may be required to work overseas for any such Network Marvels entities or its clients for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Network Marvels entities or its clients other than the salary and benefits specified in this offer letter or the salary and benefits that may have been decided by the Company and communicated to you in writing.

You will also be governed by all other instructions/rules/policies of the Company, which are not specifically mentioned in this letter. For clarification, if any, regarding these instructions/rules/policies please get in touch with HR Department. The Company also reserves the right to modify instructions/rules/policies of the Company or terms of this contract from time to time without any notice and you will be bound by them during the term of your employment with the Company.

You will retire on the last day of the month in which you complete sixty years of age.

We look forward to having you in the Network Marvels team and have a mutually rewarding long term relationship with you.

Yours Sincerely,

For Network Marvels (India) Pvt. Ltd.

 Digitally signed
by Samir
Sadanand
Patankar
Date: 2022.10.11
14:45:53 +05'30'

Samir Patankar
Director

{ } I accept the offer and confirm that there are no other commitments made during the hiring process other than those specified in this offer letter.

I also confirm that I have read the contents of this letter and accept all the terms and conditions of this offer and the following Annexures (which are enclosed to this offer letter). I also confirm that I shall not be entitled to any other perquisites, facilities, benefits other than those mentioned in this offer letter; either monetary or otherwise, unless the Company specifically agrees in writing.

I accept the above offer on the terms indicated. Further, I also confirm that I have read and understood the following Annexures (which are enclosed to this offer letter) and hereby assure that I will abide to all the conditions mentioned.

- 1) ANNEX 1 - Private information
- 2) ANNEX 2- Covenants
- 3) ANNEX 3 - Intellectual Property
- 4) Network Marvels (India) Pvt. Ltd.: Undertaking and Acknowledgement.

Signature

Date

Name

Place

Target annual compensation from Network Marvels (India) Pvt. Ltd. ₹ 4,32,831/-

Compensation Component	Per Month (₹)	Annualized (₹)
Basic	16,000	1,92,000
House Rent Allowance	8,000	96,000
Conveyance Allowance	1,000	12,000
CCA	3,000	36,000
Special Allowance	3,500	42,000
Company's contribution to EPF	1,800	21,600
Gross monthly salary	33,300	3,99,600
Bonus		24,000
Gratuity (accrual only)		9,231
Total Fixed Compensation		4,32,831
Annual CTC		4,32,831

In addition to the element of compensation mentioned above, you will be eligible for a Loyalty Bonus of ₹ 1,20,000/- (Rupees One Lac Twenty Thousand Only) per annum, payable after 24 (Twenty Four) months from the date of joining. This Payment will be subjected to income tax deduction at source. Please note that the Loyalty Bonus amount will not be payable, if you have resigned and/or are serving notice period or if your employment is terminated for any cause prior to 24 months from the date of joining.

Signature

Date

Name

Place

ANNEX1

PRIVATE INFORMATION

The employee agrees with Network Marvels (India) Pvt. Ltd. that:

The work for which I am employed is and will be of a private nature, and in connection with the performance of my services on behalf of Network Marvels (India) Pvt. Ltd., its subsidiaries and affiliates (together with their predecessors and successors, the Company) and its clients, the Company and its clients may make available to me information of a private nature as to the Company and the Company clients and prospective clients business, strategies, methodologies, operations, technologies (including but not limited to computer software, source code, object code, APIs, SDKs, architecture, design, procedures, processes, test tools, documentation etc.), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties (Private Information). I agree that I will receive in strict confidence all such Private Information belonging to the Company or to its clients or prospective clients. I further agree to use my best efforts to maintain and to assist the Company in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.

The employee further agrees that:

- I. I will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result of my employment by the Company, other than for the Company use;
- II. I will not during the period of employment by the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my employment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an employee of the Company;
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled;
- IV. Upon termination of my employment with the Company, I will return to the Company all materials and information that constitutes Private Information and any copies thereof and certify to the Company in writing that I no longer have any rights to such materials or information, and I will represent that the original and all copies of such materials and information have been returned to the Company.
- V. I agree to abide by all the policies and procedures as defined by the Company from time to time.

Signature

Date

Name

Place

COVENANT

a) The employee agrees that:

I will not (1) for a period of 24 (twenty four) months after the termination of this agreement, directly or indirectly solicit to provide or provide any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the 5 (five) years prior to my leaving the Company, (2) for a period of eighteen months after the termination of this agreement directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any firm or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company relationship with its employees; or (3) during my employment by the Company and upon the termination of my employment remove, retain, copy, or utilize any confidential, privileged or proprietary information, trade secrets, or other property of the Company, including but not limited to manuals, software, test tools, processes, procedures, data, files, client lists or materials, or other data, publications or materials.

(b) The employee and the Company acknowledge and agree that the duration and geographic scope of the covenants contained in paragraph (a) are fair and reasonable. Accordingly, the employee and the Company agree that, in the event that any of the covenants contained in paragraph (a) are nevertheless determined by a court or arbitration body to be unenforceable because of the duration or geographic scope thereof, the arbitration body or court making such determination may reduce such duration and/or scope to the extent necessary to enable such arbitration body or court to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

Signature

Date

Name

Place

INTELLECTUAL PROPERTY

Following is a statement of the Company's policy with respect to intellectual property:

Except as otherwise may be agreed by the Company in writing, in consideration of the employment of the employee by the Company, and free of any additional obligations of the Company to make additional payment to the employee, the employee agrees to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements or other intellectual property, whether or not protectable by any national or state laws relating to the protection of intellectual property, relating to the present or future business of the Company that are developed by the employee prior to the termination of his/her employment with the Company, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of his/her duties of employment. The employee agrees that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company. The employee hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. This provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the employee own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company actual or demonstrably anticipated research or development or (b) the invention results from any work performed by the employee for the Company. The employee agrees that all services performed by the employee for the Company shall be the original work of the employee and shall not incorporate any third party materials or work in which the employee or any third party asserts an ownership interest without the express written consent of the Company.

Signature

Date

Name

Place

Network Marvels (India) Pvt. Ltd.

UNDERTAKING & ACKNOWLEDGEMENT

1. In connection with my continued employment relationship with Network Marvels (India) Pvt. Ltd. (the Company), the granting to me by the company of access to the Company's knowledge bases, and the participation by the firm in the Company's knowledge sharing process, I acknowledge, undertake and agree as follows:

a) I have been provided with, and have read and understand the company policies in relation to knowledge sharing, intellectual capital, copyright and maintenance of knowledge bases;

b) I agree to act in accordance with all of the provisions of the policies mentioned in point 1, and to safeguard all of the knowledge and information I receive in the course of my relationship with the company, whether it is the property of Network Marvels (India) Pvt. Ltd., a client, or some other entity which makes such knowledge or information available;

c) I will not use any knowledge, trade secrets or other information that is treated confidentially by the company or its clients including, but without limitation to, information on the company Knowledgebase - except in the proper course of my duties or as otherwise permitted by the company in writing. Confidential Information does not extend to information already in the public domain unless such information arrived there by unauthorized means;

d) Without limiting the previous clause I undertake that I will not, nor will I attempt to:

- 1) remove or take any such Confidential Information; or
- 2) disclose Confidential Information to any third party other than in the proper course of my duties or as otherwise permitted by the company; or
- 3) gain personal advantage from trading in or on the basis of Confidential Information; or
- 4) cause or procure any other person to deal in the securities of any company on the basis of Confidential Information
- 5) Obtain nor claim any ownership interest in any knowledge or information obtained from Network Marvels (India) Pvt. Ltd. and its knowledge Bases.

Either during the course of or after the termination of my relationship with the company, I recognize that I cannot disclose to any future employer, or use for my own purposes any Confidential Information I may have access to during my relationship with the Company.

2. I represent to Network Marvels (India) Pvt. Ltd. that my performance under the terms of this Agreement and as an employee of Network Marvels (India) Pvt. Ltd. does not and will not breach any:

- a) agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with Network Marvels (India) Pvt. Ltd.
- b) agreement, undertaking, bond, understanding or covenant that I may have with any third-party, including but not limited to any of my former employers, which may in any manner preclude me from taking up employment with Network Marvels (India) Pvt. Ltd. under the terms of this Agreement

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I agree to indemnify Network Marvels (India) Pvt. Ltd. and its group companies and their respective directors, employees, agents, clients from any claim, legal proceedings, costs and damages in the event of breach of the foregoing representations. Further, I understand in the event of breach such

representation, Network Marvels (India) Pvt. Ltd. will have right to initiate such action against me as Network Marvels (India) Pvt. Ltd. may deem fit. I also agree to indemnify Network Marvels (India) Pvt. Ltd. and their respective directors, employees, agents, clients for any breach of contract I may be committing with my current employer in joining Network Marvels (India) Pvt. Ltd.

3. I undertake to keep in confidence, all proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with my Network Marvels (India) Pvt. Ltd., and that I will not disclose to any member of the Network Marvels (India) Pvt. Ltd. group (or to any of its employees or agents) or induce any such member (or any of its employees or agents) to use any confidential or proprietary information or material belonging to any previous employer or to others.

4. I agree to indemnify Network Marvels (India) Pvt. Ltd. and its group companies and their respective directors, employees, agents, clients from any claim, legal proceedings, cost and damages in the event of breach of my foregoing undertaking.

5. Subject to Clause 6 below, I agree that any dispute arising out of these terms and conditions will be submitted to voluntary mediation as provided in the Schedule.

6. Notwithstanding the provisions of Clause 5 above, I agree that damages or an account of profits may be inadequate compensation for breach of these terms and conditions and the Company may seek an injunction or similar remedy to restrain any conduct or threatened conduct which is or may be a breach of these terms and conditions.

The terms and conditions in this letter shall be governed by the laws of India.

Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction therein connection with matters concerning these terms and conditions.

I HAVE READ & UNDERSTOOD THE ABOVE ACKNOWLEDGEMENT AND AGREE TO BE BOUND BY ITS TERMS

Signature

Date

Name

Place

Date: November 10, 2022

Ref: LTI/HR/EN9/Campus/2023

Name: Tanmay Shinde

College: Vivekanand Education Society's Institute of Technology (VESIT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Tanmay Shinde,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 25000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.

8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.



Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch	
Qualification:	B.E./B.Tech. M.E./M.Tech/MCA/M.SC
Branches:	All Branches M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	(2023) SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery

Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____

ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Tanmay Shinde Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	162180	13515
Bonus	21000	1750
Base Salary (p.a.)	363180	30265
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	363180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	406367	33863

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Selec Controls Pvt. Ltd.

(ISO 9001:2015)



6th September 2022

Mahesh Bhagat

Vivekanand Education Society's Institute of Technology

Subject: Letter of Intent

Dear Mr. Bhagat,

Congratulations! Subsequent to the interview and discussions we had with you, we are pleased to offer you the position of “**Design Engineer**” at Mahape, Navi Mumbai.

Your annual CTC would range from INR 5 lakhs to 7 lakhs.

From October 2022, you will be required to go through the assignments and projects designed for upskilling. Based on the skill assessment report by June 2023, final CTC will be decided and shared in the appointment letter. Kindly refer annexure attached for CTC rubrics.

It is expected that you will adhere to the assignment calendar. Please note that any delays in submissions will impact the assessment and validity of the offer.

All other terms and conditions will be incorporated in the appointment letter, which will be issued to you on joining.

Kindly note that your offer has been made based on information furnished by you (directly or through Campus Placement Office). However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above, we retain the right to review our offer of employment.

Kindly note that the following documents required to be submitted at the time of joining (Reporting time 8:30 am)

1. Aadhar Card
2. PAN card
3. Educational certificates
4. 4 passport size photographs

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders.

Please sign-off this letter as a token of acceptance.

Yours truly,
For Selec controls Pvt. Ltd.

I accept the offer and would join
from date _____

Prachi Borkar
Sr. Manager – HR

Name:
Date:

Annexure

CTC (Lakhs PA)	Hardware (HW)	Software (SW)
5	Fundamentals clear and Passion for Engineering. Selec's HW Level 0 certification - 60% and above.	Selec's SW Level 0 certification - 60% & above
Up to 6	Fundamentals very good and Very good Passion for Engineering. Selec's HW Level 0 - 75% and above.	Very good in Selec's SW Level 0 certification - 75% & above
Up to 7	Fundamentals excellent & extreme Passion for Engineering. Selec's HW Level 0 - 85% and above	Excellent in SW. Selec's SW Level 0 certification 85% & above

Along with above criteria, your approach, attitude, practical projects done during engineering, and overall value alignment with Selec will be assessed to derive the right CTC fit.



Prachi Borkar

Sr. Manager – HR

Accepted by.....



Candidates data.

1 message

Ajita kanitkar <ajita.kanitkar@shreemeera.in>
To: sarika.kuhikar@ves.ac.in
Cc: Dashrath Mane <dashrath.mane@ves.ac.in>

Fri, Sep 8, 2023 at 2:15 PM

Dear Madam / Sir,

Please find the required data for the following two candidates who have joined our company.

Name: **Shraddha Mane**
Position: Jr. Service Engineer
CTC: 18,000/- Per Month
Company: Shreemeera Electronic Services Pvt. Ltd. Mumbai

Name: **Kiran Ramgiri**
Position: Jr. Service Engineer
CTC: 18,000/- Per Month
Company: Shreemeera Electronic Services Pvt. Ltd. Mumbai

We will be offering an appointment letter which is in process.

Thanks & Regards
Mrs. Ajita Kanitkar
Shreemeera Electronic Services Pvt. Ltd.
Web: www.shreemeera.in
L: +91 22 4968 6646
M: +91 79000 78238



Branch Office.
106, Shiv Sagar Industrial Estate
Kotkar Industrial area, Next to Aether
Off [Aarey Road Goregaon East](#)
[Mumbai 400063.](#)



Offer: Computer Consultancy
Ref: TCSL/CT20223981314/Mumbai
Date: 24/11/2022

Mr. Rugved Vinayak Pawar
Room No 4, Galli No 22, Sant Dnyaneshwar Nagar,
Bandra (East),
Mumbai-400051,
Maharashtra.
Tel# 91-7506014877

Dear Rugved Vinayak Pawar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum



qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

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TATA CONSULTANCY SERVICES

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- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the



same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not

TCS Confidential
TCSL/CT20223981314

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Rugved Vinayak Pawar
Designation	Assistant System Engineer-Trainee
Institute Name	Vivekananda Education Society'S Institute Of Technology, Chembur

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

02-May-23
Ref No: 16248762

Isha Girathe
B-903, Aishwarya Empire, labhandi, Raipur, Chhattisgarh

LETTER OF APPOINTMENT

Dear **Isha Girathe**,

We take great pleasure in extending an offer to you to be a part of **Kotak Mahindra Bank**. We welcome you to the bank which values and embraces qualities based on simplicity, prudence, humility and integrity.

When you sign this letter, you would have agreed to be a part of the Kotak family and uphold the 'Kotak DNA'. Kotak DNA includes our values, norms, ideology, beliefs, character, personality, and culture originated by our founding team at Kotak and has evolved over the years with new members joining. Our DNA is what defines the firm, and is the most powerful driver of our performance, which differentiates us from others in the industry.

Please find enclosed the Appointment letter.

We wish you a long and enriching career with Kotak!

In case of any queries please feel free to write to us on onboarding.helpdesk@kotak.com.

Signature Not Verified

Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.05.02 19:59:07
IST

Manoj Phadnis
Executive Vice President

Isha Girathe

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, InfinityPark
Off Western Express Highway
General A KMarg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

02-May-23
Ref No: 16248762

Isha Girathe
B-903, Aishwarya Empire, labhandi, Raipur, Chhattisgarh

Dear Isha Girathe,

We are delighted to appoint you as **Deputy Manager, M2** with effect from **15-Jul-23** or from your date of reporting to work whichever is earlier. This letter of appointment will cease to have effect if you do not join by **15-Jul-23**.

1. **Remuneration** - The details of your remuneration are enumerated in Annexure A. Your remuneration will be paid at such time and in such manner as set forth in the policies, rules and regulations of **Kotak Mahindra Bank Limited** (herein referred to as the **Bank**).
2. **Location** - You will initially be posted at our office at **Kotak Mahindra Bank, 1288-Mumbai - Kotak Infiniti-MAH**, but you may be deputed at any other office / branch of the Bank or any of its associate companies or any other location and your services are liable to be transferred to any subsidiary or associate or affiliate company. As a Kotakite, you will perform such duties as are assigned to you by the Bank from time to time relating to the position to which you are now appointed and to which you may be transferred/ promoted in future.
3. **Conditions of appointment:**
 - 3.1 Your appointment is subject to your providing, inter alia:
 - a. A relieving letter from your previous employer relieving you from your duties.
 - b. A copy of the last pay slip from the previous employer.
 - c. Proof of date of birth.
 - d. Photocopies of Qualification documents
 - e. The Bank's application form complete with photograph.
 - f. Proof of identity (either Adhaar card, passport or voter's id)
 - g. Satisfactory Background Verification report conducted by the Bank upon your joining.
 - h. Copy of AMFI/NISM certification (if applicable)
 - i. Copy of IRDA certification (if applicable)
 - 3.2 Your appointment is also subject to your submitting a 'self- certified medical fitness declaration', format of which will be issued by the Bank.
4. **Probation** - Your appointment is subject to a probation period of **12 Months**. Permanent placement with us is contingent upon your successful completion of the probation. During this period, your employment may be terminated by the Bank or by yourself by giving 1 months' notice to the other.
5. **Working hours, Leave and Holidays:**
 - 5.1 You may be required to work on staggered timings / shifts, the timings for which may be altered from time to time or in case your role determines, you may be required to work remotely either fully or partially, or full time from office or field working, as per the Bank's 'Remote Working' policy and 'Shift Allowance' policy.
 - 5.2 As a Kotakite and in view of your position and role, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours when the job so requires.
 - 5.3 The hours of work, holidays and paid leave will be in accordance with the Bank's rules and policies. Please note, that if you absent yourself from the services of the Bank without prior written permission of the appropriate authority or overstay sanctioned leave, for the number of days defined in the absconding clause of the Bank's 'Exit Policy', you will be deemed to have abandoned the services of the Bank and your services shall be liable to be terminated by the Bank forthwith.
 - 5.4 Absence from work or disability in performing your duties beyond the period of leave to which you are entitled to under the rules, shall be at the discretion of the management, and the same will be without any remuneration. You shall faithfully observe all the rules and regulations of the Bank and comply with all reasonable orders of your managers and attend to your duties punctually at such place or places, as you may be required.
6. **Governance and Code of Conduct:**
 - 6.1 As a Kotakite, you shall abide by the Kotak "Code of Conduct" which is built over 4 Pillars of Care, upholding the foundation of Trust. The 4 Pillars are:
 - a. Care for my Colleagues – You shall ensure that you foster equal opportunity, observe diversity and inclusion, create a harassment free and productive workplace. You shall refrain from financial dealings between colleagues, relatives and others and ensure disclosure of personal relationships and relatives from time to time as mandated under the policy.

Kotak Mahindra Bank Limited

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27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

- b. Care for my Customers, Partners, investors and Public – According to this pillar you are expected to be sensitive and always act in the interest of Kotak and ensure that any business or personal association including close personal relationships which you may have, do not create a conflict of interest with your role and duties in Kotak or its operations. You owe a sense of loyalty to Kotak by the fact that you have voluntarily accepted employment with Kotak. This duty carries obligation that refrains you from placing yourself in a position that could produce a conflict between your self-interest and interest of Kotak. This includes dealing with gifts and favours, encouraging anti-bribery and corruption free business, anti-money laundering, prohibiting financial interests and declaring the same, disclosing personal investments and avoiding insider trading, personal lending and control on borrowing.
- c. Care for my Company Assets – You shall protect Personal, Confidential and Proprietary Information of Kotak and its employees, customers, partners, etc., safeguard Material Information and Non-Public data and Information. You shall maintain confidentiality in office areas and when you are working remotely. You shall practice accurate record keeping and operate within the delegation of authority.
- d. Care for my Company Reputation and Community – You shall follow defined protocols on engaging with Press, Digital, Social Media Relations and other engagements including Government and Political Involvement or lobbying. You shall procure valid licenses and copyrights. You shall exhibit responsibility towards community and environment and ensure you follow protocols on respecting human rights.
- 6.2 Besides, you must also abide by all other internal policies, rules and procedures, as implemented from time to time throughout the term of your employment. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees' through various communication channels. You will be governed by the same from time to time as and when the said changes are made. It is your responsibility to keep yourself updated with the changes, read and comply with the same.
- 6.3 Since the nature of your work requires you to handle confidential information, you shall not, at any time during your employment or after your separation from the Bank, without the prior consent of the Bank in writing, divulge, directly or indirectly, any confidential, proprietary, material and non-public information related to the Bank for any purpose whatsoever.
- 6.4 You shall not without prior consent of the Bank in writing, which will not be unreasonably withheld, publish any book or brochure or article or blog/vlog or use social media, concerning any matter, which relates to any activity of the Bank.
- 6.5 In case of violation of the Code of Conduct and/or any other Bank's policies, rules and regulations, the Bank reserves the right to take appropriate action. Apart from this, if any financial loss is caused to the Bank due to proven acts of misconduct committed by you, such financial loss caused to the Bank, can also be recovered from your terminal benefits and/or from any other relationship maintained by you with the Bank.
7. **Declarations and mandatory certifications** - On joining, and thereafter every year and whenever required by the Bank, you must fill and sign declaration modules applicable to you from time to time. You must also comply with all mandatory training modules and get certified from time to time. Likewise, you must update disclosures proactively every time there is a change during your employment with the Bank.
8. **Separation:**
- 8.1 **Superannuation** - The age of superannuation i.e. the age of retirement will be as per the Bank's 'Exit policy'. Your date of birth has been recorded as **14-Apr-01** in the records of the Bank.
- 8.2 **Notice Period** - Subject to the right of the Bank to terminate your services in accordance with clause 8.3, it may be terminated either by the Bank or yourself by giving 3 months' notice to the other. The Bank alone, at its discretion, may opt to make / accept payment in lieu of notice period, which will be calculated as per Bank's 'Exit policy'.
- 8.3 Your employment can be terminated by the Bank, without any notice or payment of any kind in lieu of notice, in the following cases:
- Any incorrect information furnished by you or on suppression of any material information and/or;
 - Any act, which in the opinion of the management is an act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on your part or the breach on your part of any of the terms, conditions or stipulations contained in this letter of appointment or a violation on your part of any of the Bank's rules and policies and/or;
 - You being adjudged an insolvent or applying to be adjudged an insolvent or making a composition or arrangement with your creditors or being held guilty by a competent court of any offence involving moral turpitude and/or;
 - You being convicted of a serious criminal offence or a criminal offence which, in the Bank's opinion compromises your ability to perform your duties; and/or;
 - The results of any background/reference checks or searches conducted by the Bank are found to be unsatisfactory in the opinion of the Bank in its absolute discretion and/or;
 - Any misconduct pertaining to moral turpitude, riotous/disorderly behavior, theft, misappropriation, conviction by any court of law and/or;
 - Any act or omission, which could be construed as loss of confidence in you by the Management and/or;
 - Any act subversive of discipline or any conduct prejudicial to the interest and reputation of the Bank.

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137

Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, InfinityPark
Off Western Express Highway

General A KMarg,

Malad (E), Mumbai - 400097

India.

T +91 22 66056825

F +91 22 67259071

www.kotak.com

Registered Office:

27 BKC, C 27, G Block,

Bandra Kurla Complex,

Bandra (E), Mumbai - 400 051

India.

- 8.4 **Garden Leave** – While serving notice, the Bank may require you to take Garden Leave, at the sole discretion of the Management, for all or part of the remaining period of employment. Garden leave may be applicable if you are in grade M5 and above, under certain circumstances or if you are working in sensitive roles, as defined in the Bank's 'Garden Leave Policy'.
- 8.5 **Inducing/influencing an employee to leave** – Whilst you are in service of the Bank or upon your separation, you will, not directly or indirectly, either on your own account or on behalf of or in conjunction with any other person, firm or company induce/influence or attempt to induce/influence any employee of the Bank, to leave the employment of the Bank. Failure to observe this would be considered as a breach of contract on your part.
- 8.6 **Joining Competitor** – As per the 'Exit policy', on your separation from the Bank you will declare if you are joining any Banking or Financial Services Company.
9. **Jurisdiction** - If any term or provision of this appointment letter or any application thereof shall be declared or held invalid, illegal or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed excluded to that extent, and the validity, legality or enforceability, of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.
10. This appointment letter shall be governed by, and construed in accordance with, the laws of the Republic of India. Courts of Mumbai shall have exclusive jurisdiction in respect of any disputes arising at out of or in connection with this contract.
11. This letter constitutes the entire understanding between you and the Bank relating to your employment by the Bank and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this appointment. This appointment letter may be amended by a subsequent written agreement between you and the Bank.

You are requested to send us a copy of this letter signed and dated by way of acceptance of the terms and conditions contained therein.

We look forward to your having a long and happy career with us.

Yours faithfully,

For Kotak Mahindra Bank Ltd.,
Signature Not Verified

Digitally signed by MANOJ
PRABHAKAR PHADNIS
Date: 2023.05.02 19:59:07
IST

Manoj Phadnis
Executive Vice President

I have read all the terms and conditions of the offer and would like to confirm my acceptance.

Isha Girathe

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137
Kotak Infinity, Building No. 21,
Zone 4, 2nd Floor, InfinityPark
Off Western Express Highway
General A KMarg,
Malad (E), Mumbai - 400097
India.

T +91 22 66056825
F +91 22 67259071
www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

Annexure A

Name	Isha Girathe				
Designation	Deputy Manager				
Role	Data Tech				
State	Maharashtra-Mumbai				
With effect from	15-Jul-23				
	Components	P.M.	P.A.	Frequency	Remarks
a. Basic	Basic Salary	26335	316020	Monthly	Minimum 40% of Fixed Pay excluding Section d (Insurances Premiums) & Additional HRA (If any)
b. Housing	House Rent Allowance	13168	158010	Monthly	Upto 50% of Basic Salary
c. Allowances and Benefits	Fitness Allowance	1000	12000	Monthly	Amount paid per month under Health and Fitness related Benefit. You can enter your fitness goals by visiting on Kotak's site: Health to the power infinity
	Leave Travel Assistance	0	0	Monthly	LTA paid proportionately every month, subject to tax as per Income Tax Rules, more details in Leave Travel Allowance policy
	Statutory Bonus	0	0	Monthly	Payable as per Payment of Bonus Act
	Professional Allowance	20908	250897	Monthly	Paid out as a supplementary allowance
d. Insurances Premiums	Kotak Term Life+ GPA		2200	Annual	This denotes average premium for the grade calculated as per Term Life cover for the grade. Life Insurance Policy: 1.5 times of CTC or grade-wise limit whichever is higher. Group Personal Accident Policy (GPA): 3L or 1 time CTC, whichever is higher Refer Term Life Insurance Policy & Group Personal Accident Policy.
	Medicclaim		7750	Annual	This denotes average Premium for covering you and dependents (partner and 2 children) for 4 Lakhs family floater. Additional cover of 2Lakhs for employees post completion of 5 years. You will be covered by default, coverage of the dependents as per your declaration. More details in Kotak Medicclaim Policy. Policy is renewed in April every year. Voluntary top-up and parents policies cover premium is paid by you

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India.

e. Retirals	Contribution to Provident Fund		37922	Annual	Company's contribution towards PF @ 12% of Basic
	Contribution to Gratuity Fund		15201	Annual	This amount is 4.81% of Basic Salary. However gratuity is payable after 5 years of continuous service as per The Payment for Gratuity Act. As per current gratuity policy of the company, ex-gratia is paid on pro-rata basis at the time of separation even if length of service is less than 5 years.
Total Fixed Pay (a+b+c+d+e)	Total Fixed Pay *	61411	800000		
g. Target Variable Pay			0	Annual	- This is an indicative amount for 'Meets Expectation' Rating and the actual Annual Bonus/ Incentive may vary basis Company, Business Segment and individual performance. - If the Rating is higher or lower the Annual Bonus / Incentive will be adjusted appropriately - the amount is payable basis the Cash, Def Cash & Non Cash as per the NRC approved ratio, payable only to employees who are on the rolls of the Company (and not resigned) at the time of payout.
h. Total Pay (f+g)			800000		
f. Role Based Allowances/ Benefits	<ul style="list-style-type: none"> - Shift Allowance - for employees working in shift as per Shift Working policy - Corporate Mobile SIM - for the roles as per Mobile Policy - Corporate Credit Card - In case your role and grades defined as per Corporate Credit Card policy - Laptop/ Desktop - as per the role eligibility and company policy. 				
g. Potential Variable Pay	As per the variable pay policy applicable for your role.				
h. Other Benefits	- Emergency Loan - Refer to Emergency loan policy for eligibility amount and other details.				

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Bandra (E), Mumbai - 400 051
India.

Joining Bonus on Confirmation In addition, we hereby offer you a Confirmation Bonus of amount INR. 200000/- (Two Lakh Only) to be paid to you upon successful confirmation of your services with us, on following terms and conditions:

- Having no disciplinary issues as per the terms & conditions of service
- Continuing to be in the employment of Kotak Mahindra Bank Ltd.
- Not Having tendered resignation or you serving notice period
- The amount will be paid post deduction of applicable taxes
- The payout is solely at the discretion of the management at the time of payout
- In the event of your ceasing to be an employee of the company before completion of 12 months from the date of payment of the above mentioned amounts, you shall be liable to pay the entire amount. The Company has the right to set off the amount not paid against any dues payable to you

Kotak Mahindra Bank Limited

CIN L65110MH1985PLC038137
Kotak Infiniti, Building No. 21,
Zone 4, 2nd Floor, Infinity Park
Off Western Express Highway
General A K Marg,
Malad (E), Mumbai - 400097
India.

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www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai - 400 051
India.

October 04, 2022

Ref. No: HR/MUM/198/2022

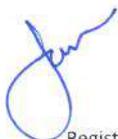
Private and Confidential

Ms. Saniya Shabbir Shaikh
D/O Shabbir Ajmoddin Shaikh,
A/P. Asu Tal. Paranda, Asu, Asu,
Osmanabad, Maharashtra - 413502

Dear Ms. Saniya Shabbir Shaikh,

With reference to the campus interview held on September 16th, 2022 at VESIT we have the pleasure in offering you an appointment to the post of "Security Engineer I" in Acucert Labs LLP India and you will be based at "Mumbai" on the following terms and conditions:

1. During the period of your employment you shall abide by and be governed by the Service Rules and Regulations of the company and amendments thereto from time to time.
2. Your duties/responsibilities will be towards "Acucert Labs LLP India" and any other related functions including any other duties assigned by the Company to you from time to time. In this regard, you would be reporting to the Nitin Mishra of Acucert Labs LLP India, as may be nominated by the Company from time to time. You shall carry out your duties faithfully and diligently and follow instructions and orders given to you by or on behalf of the company or by any officer having the authority to issue such instructions and orders in relation to your duties and employment. At the discretion of the company, you may be transferred at any time to any location of the company.
3. You will be remunerated an annual salary of Rs. 5,99,998/- (Rupees Five Lac Ninety-Nine Thousand Nine Hundred Ninety Eighty Only). The details of which are as set out in Annexure I hereof.
4. You will be on probation for a period of Six (6) months from the date of joining. During probation period; your employment will be terminable by giving One (1) months' notice in writing or salary in lieu thereof, by either side.
5. Notice period is Two (2) months (both ways) on completion of probation period.
6. In view of the sensitive nature of business that the 'Company' is dealing you will maintain vendor to vendor confidentiality and confidential business information is of prime importance and you will not discuss with vendor/business associates/clients/agents any matters of commercial nature either pertaining to the Company or vendors/business associates/clients/agents.
7. On leaving the Company either by your resignation or on termination of services by the Company you shall settle advances taken by you, submit account for charges incurred on the credit card for business together with declaration that any outstanding on account of credit card shall be reimbursed by you and shall hand over all equipment, instrument and accessories and the credit card to the Company.





8. The company reserves the right to amend, modify or delete any of the above terms as and when it deems necessary.
9. Upon joining the Company, you shall also sign acceptance to abide by the Company ***Code of Ethics & Regulatory Policy and also Zero Tolerance Policy.***

We welcome you to join the company and expect you to take up responsibilities at the earliest.

You will be required to join us on or before **July 03, 2023**. Please indicate your acceptance of this offer by signing a copy in original. We also request you to mention your joining date on the copy being returned to us.

Yours sincerely,

For Acucert Labs LLP


Omkar Jambhekar
Manager – HR



ANNEXURE I

Name: **Ms. Saniya Shabbir Shaikh**

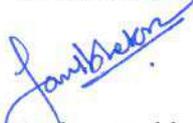
Designation: **Security Engineer I**

ANNEXURE	
Components	Per Annum
Basic	295476.00
HRA	147744.00
Special Allowance	107112.00
Others	
Co's Contribution to Prov.Fund	35460.00
Total Fixed Salary	585792.00
Cost to Company(CTC)	585792.00
Gratuity	14206.00
CTC inclusive of Gratuity	599998.00
Income Tax shall be deducted as per the existing Income Tax Act	

Please note:

1. You shall be entitled for coverage under Company's Group Hospitalization Medical Insurance Policy on family floater basis as per the prevailing scheme and entitlement applicable to your level for self, your spouse and two children up to the age to 21 years. You may also cover your parents under the same family floater entitlement on voluntary basis by payment of nominal premium for coverage of your parents only.
2. You shall also be entitled for coverage under Company's Group Personal Accident Insurance Policy as per the prevailing scheme and entitlement applicable to your level for self only.

For Acucert Labs LLP.


Omkar Jambhekar
Manager – HR

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-213

1st July 2023

Dear Mr. Deeptanshu,

Greetings from Godrej!

We are delighted to have you coming on board on **10th July 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-213

1st July 2023

Mr. Deeptanshu De
C-702, Riddhi Siddhi Apartment
Bldg No. 74, Tilak Nagar
Mumbai - 400089
Mob: 9967907954

TR CAT: C-200

OFFER LETTER

Dear Mr. Deeptanshu,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 10th July 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- a) Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- b) As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Deeptanshu De, Mumbai - 400089.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Deeptanshu De, Mumbai - 400089.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Deeptanshu De, Mumbai - 400089.

Please report for the Corporate Orientation Program commencing on **Monday, 10th July 2023 at 8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____



JOB – OFFER**Date: 27/06/2023****Ms. Sneha Jadhav,
Mumbai, Maharashtra**Dear **Sneha**,

This letter is to offer you a position with **E+E Elektronik India Pvt Ltd**. It is with immense pleasure that we offer you the position of Graduate Engineer Trainee (**Application Engineer**). You will be based in Mumbai upon joining however you can be transferred to any other place in India based on business requirement. Your place of work will be "**801, Lodha Supremus, Saki Vihar Road, opposite MTNL Office, Tunga Village, Chandivali, Mumbai**". Based on your capabilities and accomplishments, we believe that your talents will not only benefit E+E India but also our mutual relationship will assist you in achieving your personal and professional goals.

Your detailed compensation plan is given in Annexure A. Your fixed compensation will be Rs. **4,00,080.00 (Rs Four lakh eighty only)** per annum (CTC). You will be eligible for Casual / Sick and Privilege leaves after probation period and other benefits as per corporate policy.

We are anticipating that you will accept this offer no later than **30/06/2023** after which the offer letter remains null and void. Upon joining you will be required to sign an "Employment Agreement". You will also be required to submit the following documents on the date of your reporting:

- a. Copy of PAN Card.
- b. Aadhar card.
- c. Two passport-sized photographs.
- d. Educational Certificate.
- e. Relieving letter and last 3 months salary slip. (If applicable)
- f. Experience letter from all previous companies where you have worked. (If applicable)

**801, Lodha Supremus, Saki Vihar Road, Opposite MTNL Office, Tunga Village, Chandivali, Mumbai**

E+E

your partner
in sensor
technology.

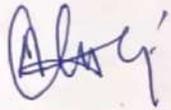
You will be on probation for six months from the date of your joining. Your services will be confirmed in writing after the successful completion of your probation period. The probation period may be extended if your performance does not meet expectations.

Please indicate your acceptance of this offer by signing this letter in the space provided below and submit via email.

Sneha Jadhav, we are eagerly looking forward to having you join our team. Should you have any questions, please do not hesitate to contact us.

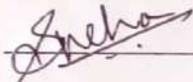
Sincerely:

For E+E Elektronik India Pvt Ltd:



Ankush Bhandari
Managing Director - India

I accept this action as outlined above and confirm that my start date will be:



Signature:

Sneha Mahadev Jadhav

Name:

29/06/2023

Date:

801, Lodha Supremus, Sakhi Vihar Road, Opposite MTNL Office, Tunga Village, Chandivali, Mumbai

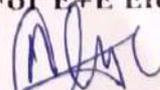


Annexure (A)

Annexure (A) to the offer letter dated 27/06/2023 of Sneha Jadhav for position of Graduate Engineer Trainee (Application Engineer).

COMPENSATION LETTER			
The Employee shall be entitled to receive compensation following the terms outlined in this Compensation Letter for all the services of every nature rendered and to be rendered by the Employee in connection with his employment with the Company as laid down in this Agreement in India. The Employee will be bound by the terms and conditions outlined in this Agreement			
E+E Elektronik India Pvt. Ltd.			
CTC Breakup (With PF)			
Name Of Employee	Sneha Jadhav		
Designation	Graduate Engineer Trainee (Application Engineer)		
Level	"C" Band		
Date of Joining	01/07/2023 03/07/2023 		
Sr. No.	Particulars	Amount (Monthly)	Amount (Yearly)
1	Basic Salary	17000.00	2,04,000.00
2	House Rent Allowance	8500.00	1,02,000.00
3	Conveyance Allowance	1600.00	19,200.00
4	Medical Allowance	1,250.00	15,000.00
5	Special allowance	2950.00	35,400.00
6	Provident Fund (Employer Contribution)	2040.00	24,480.00
Annual Gross		33,340.00	4,00,080.00
Other Benefits	As applicable per company policy.		

For E+E Elektronik India Pvt Ltd:


Ankush Bhandari
Managing Director - India

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 04/07/2023

Saakshi Tejpal Karkera

C11884932

804, Silverscape, Dr. Rajendra Prasad Road, Mulund(West), Mumbai 400080

7045482275

Dear **Saakshi Tejpal Karkera**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

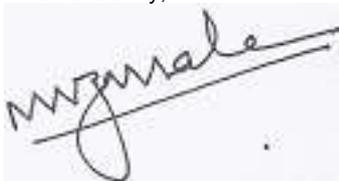
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Saakshi Tejpal Karkera

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 14,300/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 461200/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5.You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6.Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Saakshi Tejpal Karkera

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

October 04, 2022

Ref. No: HR/MUM/194/2022

Private and Confidential

Ms. Ahona Dyutiman Chattopadhyay,
C/O Dyutiman Chattopadhyay,
A/1005, Vithika, Dosti Vihar, Kores Road,
Vartak Nagar, Thane west, Thane
Maharashtra - 400606

Dear Ms. Ahona Dyutiman Chattopadhyay,

With reference to the campus interview held on September 16th, 2022 at VESIT we have the pleasure in offering you an appointment to the post of "Security Engineer I" in Acucert Labs LLP India and you will be based at "Mumbai" on the following terms and conditions:

1. During the period of your employment you shall abide by and be governed by the Service Rules and Regulations of the company and amendments thereto from time to time.
2. Your duties/responsibilities will be towards "Acucert Labs LLP India" and any other related functions including any other duties assigned by the Company to you from time to time. In this regard, you would be reporting to the Nitin Mishra of Acucert Labs LLP India, as may be nominated by the Company from time to time. You shall carry out your duties faithfully and diligently and follow instructions and orders given to you by or on behalf of the company or by any officer having the authority to issue such instructions and orders in relation to your duties and employment. At the discretion of the company, you may be transferred at any time to any location of the company.
3. You will be remunerated an annual salary of Rs. 5,99,998/- (Rupees Five Lac Ninety-Nine Thousand Nine Hundred Ninety Eight Only). The details of which are as set out in Annexure I hereof.
4. You will be on probation for a period of Six (6) months from the date of joining. During probation period; your employment will be terminable by giving One (1) months' notice in writing or salary in lieu thereof, by either side.
5. Notice period is Two (2) months (both ways) on completion of probation period.
6. In view of the sensitive nature of business that the 'Company' is dealing you will maintain vendor to vendor confidentiality and confidential business information is of prime importance and you will not discuss with vendor/business associates/clients/agents any matters of commercial nature either pertaining to the Company or vendors/business associates/clients/agents.
7. On leaving the Company either by your resignation or on termination of services by the Company you shall settle advances taken by you, submit account for charges incurred on the credit card for business together with declaration that any outstanding on account of credit card shall be reimbursed by you and shall hand over all equipment, instrument and accessories and the credit card to the Company.





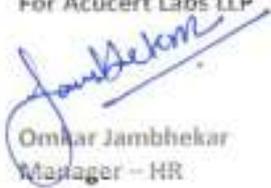
8. The company reserves the right to amend, modify or delete any of the above terms as and when it deems necessary.
9. Upon joining the Company, you shall also sign acceptance to abide by the Company *Code of Ethics & Regulatory Policy and also Zero Tolerance Policy*.

We welcome you to join the company and expect you to take up responsibilities at the earliest.

You will be required to join us on or before **July 03, 2023**. Please indicate your acceptance of this offer by signing a copy in original. We also request you to mention your joining date on the copy being returned to us.

Yours sincerely,

For Acucert Labs LLP



Omkar Jambhekar
Manager – HR



Ahona Chattopadhyay



ANNEXURE I

Name: Ms. Ahona Dyutiman Chattopadhyay
Designation: Security Engineer I

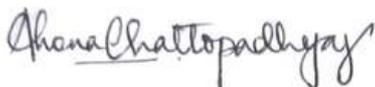
ANNEXURE	
Components	Per Annum
Basic	295476.00
HRA	147744.00
Special Allowance	107112.00
<u>Others</u>	
Co's Contribution to Prov.Fund	35460.00
Total Fixed Salary	585792.00
Cost to Company(CTC)	585792.00
Gratuity	14206.00
CTC inclusive of Gratuity	599998.00
Income Tax shall be deducted as per the existing income Tax Act	

Please note:

1. You shall be entitled for coverage under Company's Group Hospitalization Medical Insurance Policy on family floater basis as per the prevailing scheme and entitlement applicable to your level for self, your spouse and two children up to the age to 21 years. You may also cover your parents under the same Family floater entitlement on voluntary basis by payment of nominal premium for coverage of your parents only.
2. You shall also be entitled for coverage under Company's Group Personal Accident Insurance Policy as per the prevailing scheme and entitlement applicable to your level for self only.

For Acucert Labs LLP,


Omkar Jambhekar
Manager – HR



Ahona Chattopadhyay

October 04, 2022

Ref. No: HR/MUM/195/2022

Private and Confidential

Mr. Akshay Jain,
S/O Mahaveer Jain, L.I.G.E – 91,
Near Navkar Hospital, Shailendra
Nagar, Raipur, Raipur
Chhattisgarh, 492001

Dear Mr. Akshay Jain,

With reference to the campus interview held on September 16th, 2022 at VESIT we have the pleasure in offering you an appointment to the post of "Security Engineer I" in Acucert Labs LLP India and you will be based at "Mumbai" on the following terms and conditions:

1. During the period of your employment you shall abide by and be governed by the Service Rules and Regulations of the company and amendments thereto from time to time.
2. Your duties/responsibilities will be towards "Acucert Labs LLP India" and any other related functions including any other duties assigned by the Company to you from time to time. In this regard, you would be reporting to the Nitin Mishra of Acucert Labs LLP India, as may be nominated by the Company from time to time. You shall carry out your duties faithfully and diligently and follow instructions and orders given to you by or on behalf of the company or by any officer having the authority to issue such instructions and orders in relation to your duties and employment. At the discretion of the company, you may be transferred at any time to any location of the company.
3. You will be remunerated an annual salary of Rs. 5,99,998/- (Rupees Five Lac Ninety-Nine Thousand Nine Hundred Ninety Eight Only). The details of which are as set out in Annexure I hereof.
4. You will be on probation for a period of Six (6) months from the date of joining. During probation period; your employment will be terminable by giving One (1) months' notice in writing or salary in lieu thereof, by either side.
5. Notice period is Two (2) months (both ways) on completion of probation period.
6. In view of the sensitive nature of business that the 'Company' is dealing you will maintain vendor to vendor confidentiality and confidential business information is of prime importance and you will not discuss with vendor/business associates/clients/agents any matters of commercial nature either pertaining to the Company or vendors/business associates/clients/agents.
7. On leaving the Company either by your resignation or on termination of services by the Company you shall settle advances taken by you, submit account for charges incurred on the credit card for business together with declaration that any outstanding on account of credit card shall be reimbursed by you and shall hand over all equipment, instrument and accessories and the credit card to the Company.





8. The company reserves the right to amend, modify or delete any of the above terms as and when it deems necessary.
9. Upon joining the Company, you shall also sign acceptance to abide by the Company ***Code of Ethics & Regulatory Policy and also Zero Tolerance Policy.***

We welcome you to join the company and expect you to take up responsibilities at the earliest.

You will be required to join us on or before **July 03, 2023**. Please indicate your acceptance of this offer by signing a copy in original. We also request you to mention your joining date on the copy being returned to us.

Yours sincerely,

For Acucert Labs LLP


Omkar Jambhekar
Manager – HR



ANNEXURE I

Name: Mr. Akshay Jain

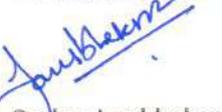
Designation: Security Engineer I

ANNEXURE	
Components	Per Annum
Basic	295476.00
HRA	147744.00
Special Allowance	107112.00
Others	
Co's Contribution to Prov.Fund	35460.00
Total Fixed Salary	585792.00
Cost to Company(CTC)	585792.00
Gratuity	14206.00
CTC inclusive of Gratuity	599998.00
Income Tax shall be deducted as per the existing Income Tax Act	

Please note:

1. You shall be entitled for coverage under Company's Group Hospitalization Medical Insurance Policy on family floater basis as per the prevailing scheme and entitlement applicable to your level for self, your spouse and two children up to the age to 21 years. You may also cover your parents under the same family floater entitlement on voluntary basis by payment of nominal premium for coverage of your parents only.
2. You shall also be entitled for coverage under Company's Group Personal Accident Insurance Policy as per the prevailing scheme and entitlement applicable to your level for self only.

For Acucert Labs LLP.


Omkar Jambhekar
Manager – HR

October 04, 2022

Ref. No: HR/MUM/197/2022

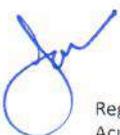
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Ms. Prasiddhi Pravin Tembulkar
D/O Pravin Tembulkar, DR. C G Road,
Basant Cinema, Julian Wadi Chembur,
F C I Mumbai, Mumbai(Sub Urban),
Maharashtra - 400074

Dear Ms. Prasiddhi Pravin Tembulkar

With reference to the campus interview held on September 16th, 2022 at VESIT we have the pleasure in offering you an appointment to the post of "Security Engineer I" in Acucert Labs LLP India and you will be based at "Mumbai" on the following terms and conditions:

1. During the period of your employment you shall abide by and be governed by the Service Rules and Regulations of the company and amendments thereto from time to time.
2. Your duties/responsibilities will be towards "Acucert Labs LLP India" and any other related functions including any other duties assigned by the Company to you from time to time. In this regard, you would be reporting to the Nitin Mishra of Acucert Labs LLP India, as may be nominated by the Company from time to time. You shall carry out your duties faithfully and diligently and follow instructions and orders given to you by or on behalf of the company or by any officer having the authority to issue such instructions and orders in relation to your duties and employment. At the discretion of the company, you may be transferred at any time to any location of the company.
3. You will be remunerated an annual salary of **Rs. 5,99,998/- (Rupees Five Lac Ninety-Nine Thousand Nine Hundred Ninety Eighty Only)**. The details of which are as set out in Annexure I hereof.
4. You will be on probation for a period of **Six (6)** months from the date of joining. During probation period; your employment will be terminable by giving **One (1)** months' notice in writing or salary in lieu thereof, by either side.
5. Notice period is **Two (2)** months (both ways) on completion of probation period.
6. In view of the sensitive nature of business that the 'Company' is dealing you will maintain vendor to vendor confidentiality and confidential business information is of prime importance and you will not discuss with vendor/business associates/clients/agents any matters of commercial nature either pertaining to the Company or vendors/business associates/clients/agents.
7. On leaving the Company either by your resignation or on termination of services by the Company you shall settle advances taken by you, submit account for charges incurred on the credit card for business together with declaration that any outstanding on account of credit card shall be reimbursed by you and shall hand over all equipment, instrument and accessories and the credit card to the Company.





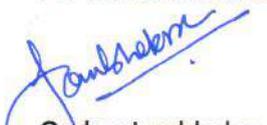
8. The company reserves the right to amend, modify or delete any of the above terms as and when it deems necessary.
9. Upon joining the Company, you shall also sign acceptance to abide by the Company ***Code of Ethics & Regulatory Policy and also Zero Tolerance Policy.***

We welcome you to join the company and expect you to take up responsibilities at the earliest.

You will be required to join us on or before **July 03, 2023**. Please indicate your acceptance of this offer by signing a copy in original. We also request you to mention your joining date on the copy being returned to us.

Yours sincerely,

For Acucert Labs LLP


Omkar Jambhekar
Manager – HR



ANNEXURE I

Name: Ms. Prasiddhi Pravin Tembulkar

Designation: Security Engineer I

ANNEXURE	
Components	Per Annum
Basic	295476.00
HRA	147744.00
Special Allowance	107112.00
Others	
Co's Contribution to Prov.Fund	35460.00
Total Fixed Salary	585792.00
Cost to Company(CTC)	585792.00
Gratuity	14206.00
CTC inclusive of Gratuity	599998.00
Income Tax shall be deducted as per the existing Income Tax Act	

Please note:

1. You shall be entitled for coverage under Company's Group Hospitalization Medical Insurance Policy on family floater basis as per the prevailing scheme and entitlement applicable to your level for self, your spouse and two children up to the age to 21 years. You may also cover your parents under the same family floater entitlement on voluntary basis by payment of nominal premium for coverage of your parents only.
2. You shall also be entitled for coverage under Company's Group Personal Accident Insurance Policy as per the prevailing scheme and entitlement applicable to your level for self only.

For Acucert Labs LLP.


Omkar Jambhekar
Manager – HR

October 04, 2022

Ref. No: HR/MUM/199/2022

Private and Confidential

Mr. Sagar Sunil Pujari
S/O Sunil Pujari, B 8
Shilpadatta CHS Ltd, N G Acharya Marg,
Near Municipal School, Govandi East,
Mumbai, Maharashtra - 400088

Dear Mr. Sagar Sunil Pujari

With reference to the campus interview held on September 16th, 2022 at VESIT we have the pleasure in offering you an appointment to the post of "Security Engineer I" in Acucert Labs LLP India and you will be based at "Mumbai" on the following terms and conditions:

1. During the period of your employment you shall abide by and be governed by the Service Rules and Regulations of the company and amendments thereto from time to time.
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3. You will be remunerated an annual salary of **Rs. 5,99,998/- (Rupees Five Lac Ninety-Nine Thousand Nine Hundred Ninety Eighty Only)**. The details of which are as set out in Annexure I hereof.
4. You will be on probation for a period of **Six (6)** months from the date of joining. During probation period; your employment will be terminable by giving **One (1)** months' notice in writing or salary in lieu thereof, by either side.
5. Notice period is **Two (2)** months (both ways) on completion of probation period.
6. In view of the sensitive nature of business that the 'Company' is dealing you will maintain vendor to vendor confidentiality and confidential business information is of prime importance and you will not discuss with vendor/business associates/clients/agents any matters of commercial nature either pertaining to the Company or vendors/business associates/clients/agents.
7. On leaving the Company either by your resignation or on termination of services by the Company you shall settle advances taken by you, submit account for charges incurred on the credit card for business together with declaration that any outstanding on account of credit card shall be reimbursed by you and shall hand over all equipment, instrument and accessories and the credit card to the Company.





8. The company reserves the right to amend, modify or delete any of the above terms as and when it deems necessary.
9. Upon joining the Company, you shall also sign acceptance to abide by the Company *Code of Ethics & Regulatory Policy and also Zero Tolerance Policy*.

We welcome you to join the company and expect you to take up responsibilities at the earliest.

You will be required to join us on or before **July 03, 2023**. Please indicate your acceptance of this offer by signing a copy in original. We also request you to mention your joining date on the copy being returned to us.

Yours sincerely,

For Acucert Labs LLP



Omkar Jambhekar
Manager – HR



Sagar Pujari



ANNEXURE I

Name: Mr. Sagar Sunil Pujari

Designation: Security Engineer I

ANNEXURE	
Components	Per Annum
Basic	295476.00
HRA	147744.00
Special Allowance	107112.00
Others	
Co's Contribution to Prov.Fund	35460.00
Total Fixed Salary	585792.00
Cost to Company(CTC)	585792.00
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CTC inclusive of Gratuity	599998.00
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2. You shall also be entitled for coverage under Company's Group Personal Accident Insurance Policy as per the prevailing scheme and entitlement applicable to your level for self only.

For Acucert Labs LLP,


Omkar Jambhekar
Manager – HR



Sagar Pujari

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 04/07/2023

Sudhanshu Deepak Thorve

C11881905

3/84 Poman Niwas, 1st Cross Lane, N.M Joshi Marg, Byculla West, Mumbai.

7700010014

Dear **Sudhanshu Deepak Thorve**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

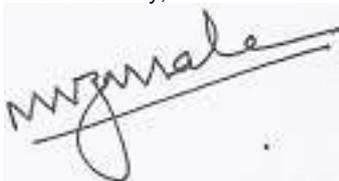
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Sudhanshu Deepak Thorve

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 14,300/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 461200/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5.You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6.Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Sudhanshu Deepak Thorve

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 04/21/2023

Isha Sudhir Chavan

C11905429

Room No. 3, Building No. 2, Dadar Police Quarters, Dr. V. S. Matkar Lane, Dadar, Mumbai, Maharashtra, 400028

8779675827

Dear **Isha Sudhir Chavan**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case may be") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

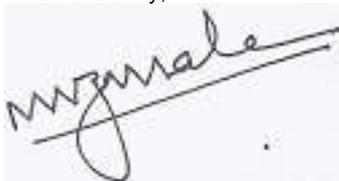
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Isha Sudhir Chavan

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 14,300/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 461200/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from **0%** to **8.5%** of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25,000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plans allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5.You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6.Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one- time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Isha Sudhir Chavan

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."



GO DIGITAL TECHNOLOGY CONSULTING LLP

10, Contractor building, 15 Vaju Kotak Marg, Fort, Mumbai- 400001.

Email- hr@godigitaltc.com; Website- <https://godigitaltc.com/>

17th March 2023

Subject: Offer of Employment (“Offer”)

Dear **Shripad Kulkarni**,

Congratulations on your selection at Go Digital Technology Consulting LLP (“**GDTC**” or “**Company**”) – A fast growing Digital Technology Company! We are pleased to extend this offer to you to join our highly energetic and innovative team helping Fortune 500 companies modernize and transform their business.

Job Profile – **Associate Engineer**

Department – **Technology**

Location – **Mumbai, India**

This Offer and your employment with the Company is subject to satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after the effective start date of your employment and your compliance of all other terms and conditions mentioned in this Offer.

Your employment with the Company will be governed by GDTC's Terms of Employment. You are required to carefully read and understand these Terms of Employment and accept the same as a part of accepting this Offer. GDTC shall be entitled to make declarations on Company policies and may alter the same from time to time at its sole discretion (including altering the Terms of Employment). All such policy decisions of GDTC shall be binding on you and shall override this Agreement to that extent.

The Annexures to this Offer form an integral part of this Offer and are binding on you as a part of the Offer itself. Please note that you are required to submit a signed copy of this letter along with copies of the following, on the day of your joining:

- Annexure 1 – Compensation and Benefits details.
- Annexure 2 – Mandatory Documentation.
- Annexure 3 – Candidate declaration.
- Annexure 4 – Terms of Employment.

Note:

- (i) Each page of this Offer along with the Annexures (including self-attested documents as per Annexure 2) must be signed and submitted/uploaded on or before the date of your joining or within the timelines as may be indicated by the Company. Non-compliance of this term shall result in termination of employment.
- (ii) You are required to also send an accepted scanned copy of this Offer (including annexures, signed on each page) to hr@godigitaltc.com.

Acceptance and Commencement

You have confirmed that you will be joining the Company on **5th June 2023**. To indicate your acceptance of this offer and Terms of Employment with GDTC, please confirm your acceptance/rejection by responding to the email containing the Offer and the Terms of Employment. If we do not receive your response before the expiration of **07** days (seven days) from the date of this Offer, the terms of this Offer will be deemed to have been rejected by you, unless otherwise communicated by you to the Company in writing and the offer shall stand rescinded. Further, at the time of joining you are required to provide all documentation identified in Annexure 2 along with the signed copy of this offer letter and Terms of Employment.

Unless the Company changes your date of joining on its own accord, by accepting this Offer, you expressly agree that you will join on the aforementioned date. Please note that any request for change in date of joining must be sent to shraddha.panjre@godigitaltc.com and hr@godigitaltc.com at least 5 days prior to your date of joining as mentioned above.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo mandatory drug/alcohol/substance test. This offer and your employment with GDTC are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, GDTC may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government/regulatory body/authority exercising its jurisdiction and/or statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory/regulatory requirements/compliance.

You agree and understand that as an employee of the Company you shall be required to adhere to and comply with the policies/ regulations/ notifications/ mandates as may be rolled out/ announced/ mandated by governmental bodies/ regulatory bodies/ local/ other authorities from time to time; and you agree to comply with the same in a time sensitive manner, at all times during the course of your employment with GDTC. You also agree that in case any such policies/ regulations/ notifications/ mandates have an impact on your ability to either attend office/ render your services to GDTC in terms of this Offer read with Annexures hereto, GDTC may require compliance of such policies/ regulations/ notifications/ mandates by you within specified timelines (as may be notified by the Company) to enable smooth functioning of the Company.

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:

I agree that I have read, understand, and accept this engagement from GDTC under the terms and conditions stated above.

Signature:

Date:

Printed Name:

DOJ (if requesting an alternative date):

ANNEXURE 1 - COMPENSATION & BENEFITS:

Annual Fixed CTC	[Refer Annexure 5 for CTC Breakdown]
Variable Pay (AVPPS)*, Other Bonuses	[Refer Annexure 5 for CTC Breakdown]
Max Earnings Potential/CTC	Rs. 4,15,500/- [Refer Annexure 5 for CTC Breakdown]

Your Annual Fixed CTC will be structured in line with the relevant Company policy from time to time.

*All eligible employees (as per Company policy) will be able to participate in the Annual Variable Performance Profit Share Program ("AVPPS"). Your indicative pay-out can range from **0%** to **8%** of the prorated fixed pay in the financial year ("FY"), subject to the overall terms and conditions of the AVPPS, including but not limited to your performance/ achievements and the Company's performance. In addition to these two components, your AVPPS is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the AVPPS program guidelines. The AVPPS will be paid out subject to you being on the rolls of the Company and not serving notice period on the date of disbursement of these payouts and will be prorated based on your tenure in GDTC and considering the period of leave without pay during the said FY.

Annual Fixed Compensation includes employer's contribution to Provident Fund, as applicable. Exemptions to PF if any, shall be as per the existing law. Please note that your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund.

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable laws.

Other Bonuses (Over and Above AVPPS):

You may be eligible for Other Bonuses (including but not limited to Outperformance Bonus, Relocation Bonus, Retention Bonus), at the sole and absolute discretion of the Company, based on benefits accruing / recognitions accorded to the Company owing to your contributions/ and/or any other factors.

In the event of you choosing to leave the Company, or your services being terminated before the completion of the requisite tenure (applicable to such Bonus categories per Company policy), any such Bonus will be construed as debt due and shall payable by you and may be recoverable from you upon termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible and you shall remain liable to repay any Bonus amounts still due as repayable after such adjustment against final settlement.

Benefits:

You will be eligible for the following benefits (included in your Annual Total Fixed CTC) as on the date of your joining. Please note this may vary in accordance with the prevailing Company policies from time to time.

- Medical Insurance for Self, spouse, parents and 2 dependent children.
- Personal Accident Coverage for Self
- Life Insurance Coverage for Self
- Gratuity as per The Payment of Gratuity Act, 1972.

The quantum of benefits (Sum Insured, etc.) is dependent on your Designation/Management Level in accordance with Company policies from time to time. All benefits are subject company policies, management decisions and discretions. The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary the benefits and modify the terms and conditions of the benefits applicable to you including Medical Insurance, Personal Accident Insurance, Term Life Insurance program.

ANNEXURE 2 – ONBOARDING DOCUMENTS & FORMALITIES

REQUIRED DOCUMENTATION

- Two copies of your recent passport size photographs (mandatory to be submitted on day 1)
- PAN card copy (mandatory to be submitted on day 1)
- Signed hard copy of the offer letter (mandatory to be submitted on day 1)
- Signed hard copy of the Terms of Employment (mandatory to be submitted on day 1)
- Document/s containing start date and end date of the last two employers
- Copy of Degree/PG/Diploma (wherever applicable) certificates
- Copy of all semester mark sheets (last semester mandatory)
- Relieving Letters from previous employer
- Experience Certificate from 2 previous employers (if relieving letters not submitted)
- Passport copy , if available (if not please apply immediately)
- Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
 - Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE 3 – DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractual service relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractual service relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractual service relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into GDTC premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to GDTC, including any such documents or materials from my previous employer. To the extent I feel that my employment at GDTC would require me to bring any third party documents or materials to GDTC I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractual service relationships. I agree and acknowledge that a breach of this provision shall entitle GDTC to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Name:

Date:

Ref.:- HO/HR/OL/09032023

09-03-2023

Subject: Offer Letter

Dear Aakanksha Jadhav,

This is in reference to the evaluation of your candidature and the discussions we have had with you pursuant thereto. We are pleased to inform you that we would like to make you a job offer to join Games24x7 (www.games24x7.com) as “**Data Analyst**”.

Offer Details: -

Total C.T.C : Rs. 12,32,000/- (Rs. Twelve Lakh Thirty Two Thousand Rupees only P/A).
(The details of salary break up can be found in ***Annexure I*** below)

Joining Bonus : You will also be eligible for one-time payment of INR 100000

Position : “Data Analyst”

Joining Date : 10-07-2023

Job Location : Marathalli,Bengaluru, Karnataka, India, (Bengaluru)

We would appreciate if you could confirm your acceptance of this offer by 13-03-2023.

On the date of joining, you are requested to submit the following documents: -

1. Certificates (Educational & Experience).
2. Last drawn Salary Slip.
3. Address Proof (e. g. Electricity Bill, Ration Card, Passport, etc.)
4. Photo ID (e.g. Voters card, passport, driving license etc.)
5. Passport sized photographs Color (2 nos.)

You will be working initially on probation for a period of 180 days and your employment will be confirmed after successful completion of probation. A formal letter of appointment will be issued to you with all the terms and conditions post submitting all the requested documents.

Please give us a signed copy of this offer letter or respond to by email confirming your acceptance of this offer. Please note that this offer will cease to be valid if we do not receive your acceptance within the stipulated time of joining as mentioned in the job offer letter above.

We extend to you our warm welcome and look forward to your long and successful association with the Games24x7 family.

Thanks & Regards,

For Games24x7 Pvt. Ltd.

A handwritten signature in black ink, appearing to read 'Vikrant Goyal', is placed over a yellow rectangular background.

Vikrant Goyal
(Vice President - HR)

Annexure – I

Cost to Company (CTC)
Name of Employee: - Aakanksha Jadhav
Designation: - Data Analyst
Cost to Company (CTC) effective from: - 10-07-2023

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	4,40,000	36,666.67
HRA	2,64,000	22,000
LTA	44,004	3,667
Food Coupons	30,000	2,500
Conveyance	24,000	2,000
Special Allowance	2,76,396	23,033
Gross Salary Fixed	10,78,400	89,866.67
PF Employer Contribution	21,600	1,800
Gross Salary with Retirals	11,00,000	91,666.67
Potential Bonus	1,32,000	11,000
Total CTC	12,32,000	1,02,666.67

- Your total earnings are further subject to statutory deduction(s) as applicable under law.
- Employer contribution to PF is part of your CTC mentioned in your salary break-up. Employee Contribution shall be deducted from your basic salary and appears as deduction in your pay slip.
- Joining Bonus will be paid along with the first month salary. If you leave the company before one year of completion, joining bonus would be deducted from your final settlement.
- Company performance bonus payout is totally based on company's performance and your individual performance. This is indicative and final number may vary basis actual performance evaluation. For the past five years the Company wide average percentage has been 12% of fixed CTC.



Ref.:- HO/HR/OL/09032023

10-03-2023

Subject: Offer Letter

Dear FARHEEN KHAN,

This is in reference to the evaluation of your candidature and the discussions we have had with you pursuant thereto. We are pleased to inform you that we would like to make you a job offer to join Games24x7 (www.games24x7.com) as “**Data Analyst**”.

Offer Details: -

Total C.T.C : Rs. 12,32,000/- (Rs. Twelve Lakh Thirty Two Thousand Rupees only P/A).
(The details of salary break up can be found in ***Annexure I*** below)

Joining Bonus : You will also be eligible for one-time payment of INR 100000

Position : “Data Analyst”

Joining Date : 10-07-2023

Job Location : Marathalli,Bengaluru, Karnataka, India, (Bengaluru)

We would appreciate if you could confirm your acceptance of this offer by 13-03-2023.

On the date of joining, you are requested to submit the following documents: -

1. Certificates (Educational & Experience).
2. Last drawn Salary Slip.
3. Address Proof (e. g. Electricity Bill, Ration Card, Passport, etc.)
4. Photo ID (e.g. Voters card, passport, driving license etc.)
5. Passport sized photographs Color (2 nos.)

You will be working initially on probation for a period of 180 days and your employment will be confirmed after successful completion of probation. A formal letter of appointment will be issued to you with all the terms and conditions post submitting all the requested documents.

Please give us a signed copy of this offer letter or respond to by email confirming your acceptance of this offer. Please note that this offer will cease to be valid if we do not receive your acceptance within the stipulated time of joining as mentioned in the job offer letter above.

We extend to you our warm welcome and look forward to your long and successful association with the Games24x7 family.

Thanks & Regards,

For Games24x7 Pvt. Ltd.

A handwritten signature in black ink, appearing to read 'Vikrant Goyal', is placed on a yellow rectangular background.

Vikrant Goyal
(Vice President - HR)

Annexure – I

Cost to Company (CTC)
Name of Employee: - FARHEEN KHAN
Designation: - Data Analyst
Cost to Company (CTC) effective from: - 10-07-2023

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	4,40,000	36,666.67
HRA	2,64,000	22,000
LTA	44,004	3,667
Food Coupons	30,000	2,500
Conveyance	24,000	2,000
Special Allowance	2,76,396	23,033
Gross Salary Fixed	10,78,400	89,866.67
PF Employer Contribution	21,600	1,800
Gross Salary with Retirals	11,00,000	91,666.67
Potential Bonus	1,32,000	11,000
Total CTC	12,32,000	1,02,666.67

- Your total earnings are further subject to statutory deduction(s) as applicable under law.
- Employer contribution to PF is part of your CTC mentioned in your salary break-up. Employee Contribution shall be deducted from your basic salary and appears as deduction in your pay slip.
- Joining Bonus will be paid along with the first month salary. If you leave the company before one year of completion, joining bonus would be deducted from your final settlement.
- Company performance bonus payout is totally based on company's performance and your individual performance. This is indicative and final number may vary basis actual performance evaluation. For the past five years the Company wide average percentage has been 12% of fixed CTC.



Ref.: GET 2023/ECE/L&T Defence-LT202333970207522

21st June 2023

**Mr. Rohan Chetan Bhamre
Vivekanand Education Society's Institute of Tech Sindhi Society
Email ID: 2019rohan.bhamre@ves.ac.in
Contact No. 9518757917**

APPOINTMENT AS GRADUATE ENGINEER TRAINEE - 2023

With reference to the interview, you had with us, we have great pleasure in appointing you as a **Graduate Engineer Trainee (GET)** on the following terms and conditions:

1. Medical Fitness and Academic Requirement:

The offer is inter alia subject to your

- a. Being found medically fit by the Company's authorized Doctor.
- b. Being qualified according to all the Eligibility criteria as communicated during the selection process.
- c. Completion of all the academic requirements for B.E. / B. Tech. course.

2. Period of Training:

The Period of training will be for **One year** from the date of commencement of training.

Your training commences on **3rd July, 2023** with pre-joining activities on **2nd July, 2023**. Accordingly, you are required to report to Mumbai on **2nd July, 2023**. The accommodation for you during the Orientation program at Mumbai will be arranged by us and the details of the same will be shared with you separately. Travel to Mumbai and commute to the accommodation on arrival in Mumbai is required to be planned accordingly and will be at your own expense. The company will not reimburse any expenses incurred by you for travel to and arrival at the designated accommodation at Mumbai.

The cost of boarding and lodging at the accommodation, and subsequent conveyance from accommodation to L&T Campuses will be borne by the company.

You will be assigned to work in **L&T- Defence**.

During twelve months training period, you will diligently and faithfully carry out all directions and instructions issued to you by the Company, its officers, and representatives. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any one of the Departments / Offices / Projects of the Company and/or its Associates / Subsidiary Companies.

Please note that any request for extension in joining time / Change of Department or Division or Location will not be entertained.

After accepting our offer, if you do not report on the date of joining, this letter of appointment stands automatically withdrawn. However, the Company reserves its right to change the date of joining at any time.

Mr. Rohan Chetan Bhamre

The Company may, at its discretion, extend the period of training by such other period/s as it may deem fit based on the evaluation of your learning at any time during the said period. You may also note that the training period will not be reckoned as 'Service'.

3. Stipend & Allowances:

During the course of your training, the Company will pay you Stipend and Allowances as per details in Annexure - I. These allowances may vary depending on the location of your posting.

4. Absorption:

On successful completion of the said 12 months training period to the satisfaction of the Company of which the Company shall be the sole judge and depending on the vacancies existing in the Company at that time you will be considered for appointment in the Company's regular cadre.

5. Provident Fund:

You will be eligible to join the "LARSEN & TOUBRO OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND" or any provident fund scheme as applicable to the Subsidiary and Associate company in which you are placed, under which at present the employee shall subscribe a sum equal to 12% of the monthly stipend and the Company contributes an equivalent amount.

6. Gratuity:

Your tenure of training of twelve months will not be reckoned as "Service" for the purpose of Gratuity.

7. Tax Liability:

Income Tax Liability, if any, will be borne by you.

8. Medical Benefits:

You will be eligible for medical benefits in accordance with the applicable Company's Scheme for your cadre.

9. Leave:

The eligibility for leave and the quantum thereof will be as per the "Leave rules" applicable to the unit / location to which you are assigned subject to the same being sanctioned.

10. Working Hours & Paid Holidays:

You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.

11. Conduct:

During the course of your training, you will carry out all directions and instructions issued to you by the Company, its officers and representatives. You will have to carry out your duties and obligations diligently and faithfully. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any other Location / including project sites / Department, Function, or Offices of the Company and / or its Associate / Subsidiary Companies. In such case you will be governed by the terms and conditions of service applicable to the new assignment. You shall not at any time engage in or be concerned with or be

Mr. Rohan Chetan Bhamre

interested, directly or indirectly, in any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and / or its business. .

Any intellectual property created by you during the course of your training as GET employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as Company owned intellectual property and you shall not raise nor have any claim in respect thereof.

12. Termination of Appointment:

- a. Either party can terminate the contract of training hereunder by giving one month's notice in writing to the other, or an amount equivalent to stipend and allowances in lieu thereof. In event of your giving a notice of termination shorter than the above period, the Company shall have its own discretion to adjust any leave due to you or will recover from you such amount from your dues towards the shortfall in notice period. In any event you will be required to complete the handing over process as may be reasonably required by the Company.
- b. The Company shall have the right to terminate this Appointment forthwith without any notice in the event of any of the following:
 - i) Breach of any of the conditions of this Appointment;
 - ii) Any misconduct on your part;
 - iii) Failure to carry out any of your duties and obligations;
 - iv) Unauthorized absence from or abstaining from attendance during training period;
 - v) If in the sole discretion of the Company, your continued association is / will be detrimental to the interests of the Company.

Provided further that, in the event of termination under Clause 12(b), the trainee shall not be entitled to payment of any stipend, benefits or allowances except the statutory dues under applicable law.

13. Confidentiality:

- a. You are required to treat, as 'strictly confidential' the affairs of the Company and its customers, of which you may be cognizant. The confidentiality has to be maintained particularly about drawings, quotations, specifications and other manufacturing information, which you may have access to.
- b. You will treat the terms of this Appointment as confidential.

14. Code of Conduct:

You shall abide by the internal regulations specified in the company's 'Code of Conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and / or other policies which may become applicable from time to time. Any violation / breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanours, termination of Services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

Please note that it is the duty of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviours. In case of any concerns or clarification the HR department may be approached. However, ignorance of the rule will not be accepted as a defence in any case. Please refer **Annexure II**.

Mr. Rohan Chetan Bhamre

15. Disputes & Arbitration:

Any dispute or difference or claim arising in connection with this Appointment shall be resolved by reference to arbitration through a mutually agreed sole Arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any amendments made thereto. The language of arbitration shall be English. Each of L&T or the Trainee / Employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Trainee / Employee may in its discretion deem fit. The venue of arbitration shall be at Mumbai and the Courts at Mumbai shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.

16. Non-disclosure of confidential information and trade secret:

You shall not, except as authorised, reveal / disclose / disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and / or dealings or any information concerning the businesses, finances, external and internal transactions of the company and / or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and / or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and / or the transactions of the company and / or its affiliates / associates / group companies which may come to your knowledge and / or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and / or placed in your possession by virtue of and / or during the course of your employment with the company.

17. Non-competition restriction:

You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your employment with the company. You agree that the company's services are highly specialised. You further agree that the identity and particular needs of the company's customers are not generally known in the industry.

Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination / retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

18. Non-Solicitation and Non-Poaching:

You shall not at any time during the term of your employment with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and / or any of its subsidiaries' and / or affiliates' and / or group companies' personnel to leave the employment of the

Mr. Rohan Chetan Bhamre

company and / or any of its subsidiaries and / or affiliates or apply for employment with any third party or encourage such personnel of the company.

19. Accommodation:

The Company may provide (depending on availability) shared-bachelor accommodation from date of joining for a maximum period of 11 months or till date of your completion of training whichever is earlier.

20. Joining:

You are required to report at Mumbai on **2nd July 2023 (Sunday)**. Your training commences on **3rd July 2023** with pre-joining activities on **2nd July 2023**.

On the date of your reporting for duty, please bring with you the following documents in original and a set of photocopies:

- A. S.S.L.C (10th Std) Certificate and Mark sheet
- B. H.S.C (12th Std) Certificate and Mark sheet
- C. Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years - [Attested copies of degree certificate and final year/semester mark sheets should be forwarded to us within 3 months of your joining]
- D. Course Completion Certificate (if your final semester / final year result is not declared)
- E. Good Conduct certificate issued by the College
- F. Photocopies of achievements in extra-curricular activities claimed (College / District / State / National / International levels)

In addition to the above please also bring following:

- G. Two recent Passport size photographs [photo should be mandatorily taken in business formal in white background (for Men - Blazer and tie & Women - formal office wear)]
- H. A Self-certified copy of your **PAN Card**
- I. A Self-certified copy of your **Aadhaar Card**
- J. Name of your Bank, IFSC Code, bank Account Number where your stipend & allowances have to be credited
- K. Certificate for COVID 19 Vaccination

21. All communications / notices should be addressed to Larsen & Toubro Limited, The Manager HR, Defence-HR, B- Wing, 2nd Floor, Defence Engineering Tower, Powai Campus, Gate No.1, Saki Vihar Road, Mumbai – 400 072.

22. Acceptance Letter:

Please give your acceptance online as a token of agreement to the terms and conditions thereof, within 5 days from the date of this offer. In case we do not hear anything from you by that date, we will presume

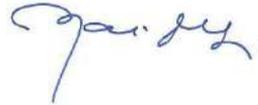
Mr. Rohan Chetan Bhamre

that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

You will keep us informed of your local / contact address & Email ID whenever there is any change.

We welcome you to our company and look forward to a long and fruitful association with you.

Yours faithfully,
for LARSEN & TOUBRO LIMITED,



(JAGANNATH OLETI)
VICE PRESIDENT & HEAD - HUMAN RESOURCES
DEFENCE IC

I have read, understood and accept the terms and conditions herein and affix my signature hereunder in confirmation of acceptance of my appointment.



(Signature)

date : Jun 21, 2023

In case of any clarification, kindly contact

Name: **Vibhor Jain**

Contact details: **044 - 67054355**

Mail ID: Vibhor.Jain@larsentoubro.com

Mr. Rohan Chetan Bhamre

ANNEXURE - I

Stipend, Allowances applicable to Graduate Engineer Trainees (2023 batch)

Stipend : ₹15,500/- Per Month

FlexiPay 1 : With Shared Company Accommodation : ₹15,500/- Per Month
Without Company Accommodation : ₹20,500/- Per Month

FlexiPay 2 : ₹4,710/- Per Month

LTA : ₹21,000/- Per Annum

(GETs will be eligible for LTA for the training period, after the completion of eleven months of training period).

On successful completion of your training and confirmation in our services you will be paid a one-time lump Sum amount of ₹60,000/-.

You may also avail subsidised company transport and canteen facilities if provided at the place of posting.

Provident Fund shall be applicable only on the Stipend amount.

A consolidated statement indicating the computed Cost to Company (CTC) is attached as **Annexure - I A**

LEAVE RULES FOR GRADUATE ENGINEER TRAINEES

General guidelines:

1. No leave of any kind will be allowed during the notice period.
2. Trainees can prefix and / or suffix leave to weekly offs / holidays subject to conditions mentioned in each of leave.
3. Holidays / weekly offs falling in between PL will be treated as PL and will be debited as such.

Sick Leave (SL):

There will be no quantum of Sick Leave and it will be granted solely at the discretion of Management. Sick Leave shall be granted only based on a medical certificate and shall not be granted for less than 2 days at a time.

Privilege Leave (PL):

GETs will be granted 23 days Privilege Leave (PL) for the entire training period which they can avail of after 11 months of unbroken training.

Unconsumed Privilege Leave will be encashed at the end of the training period. However, a maximum of 7 days PL will be allowed to be carried over to the next year.

Casual Leave (CL):

The eligibility for Casual Leave will be as per the Leave Rules applicable to Trainees at the Unit / Location to which you are assigned.



(Signature)

ANNEXURE – I A

GET Compensation Structure				
Components	Without Company Accommodation		With Shared Company Accommodation	
	(in INR per month)	(in INR per annum)	(in INR per month)	(in INR per annum)
Monthly Components (A)				
Stipend	15,500	1,86,000	15,500	1,86,000
Flexi Pay 1	20,500	2,46,000	15,500	1,86,000
Flexi Pay 2	4,710	56,520	4,710	56,520
Sub Total (A)	40,710	4,88,520	35,710	4,28,520
Statutory Components (B)				
PF (Employer Contribution)	1,860	22,320	1,860	22,320
Sub Total (B)	1,860	22,320	1,860	22,320
Annual Components (C)				
LTA	1,750	21,000	1,750	21,000
Deferred Retention Pay	5,000	60,000	5,000	60,000
Sub Total (C)	6,750	81,000	6,750	81,000
Medical Insurance and other Benefits	898	10,776	898	10,776
Sub Total (D)	898	10,776	898	10,776
Total CTC	₹ 50,218	₹ 6,02,616	₹ 45,218	₹ 5,42,616

Note:

- LTA: You will be eligible for Leave Travel Assistance (LTA) ₹ 21,000/- after the completion of eleven months of your training period.
- Deferred Retention Pay: On successful completion of your training and confirmation in our services, you will be paid a one-time lump Sum amount of ₹ 60,000/-.
- Leave Encashment: Unconsumed Privilege Leave will be encashed at the end of the training period . However, a maximum of 7 days PL will be allowed to be carried over to the next year.
- You may also avail subsidised company transportation, canteen facilities if provided at the place of posting.
- In the Company's Medical Insurance Scheme, the trainees will be covered for a maximum sum of ₹ 2.00 lakhs of Hospitalization expenses during the training. A nominal sum of ₹ 200/- per month will be recovered from you as a contribution towards this scheme.
- Contributory Group Term Insurance: All the staff members are covered in the said Group Term Insurance scheme for a sum of ₹ 50.00 Lakhs. A nominal sum of ₹ 437/- per month will be recovered from the employee as a contribution towards this scheme. The contribution towards this scheme is voluntary and optional.
- Tax: Income Tax Liability, if any, will be borne by you.



LARSEN & TOUBRO LIMITED

CODE OF CONDUCT

FOR

**S & E AND COVENANTED
OFFICERS**

2020

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I. PREAMBLE

- L&T is a professionally managed Indian multinational, committed to total customer satisfaction & enhancing stakeholders' value.
- The Company's philosophy on corporate governance is built on a rich legacy of fair & transparent governance & disclosure practices. This includes respect for human values, individual dignity, & adherence to honest, ethical & professional conduct. "L&T-ites" are guided by the vision statement & values mentioned therein for the success & reputation of L&T.

II. APPLICABILITY

This Code of Conduct is applicable to all Supervisory, Executive, Covenanted and equivalent grades of Larsen & Toubro Limited and its group of Companies.

The Board Members, Executive Directors and Senior Managerial Personnel (Senior Officers) will continue to be governed by the Code of Conduct signed by them.

III. CODE OF CONDUCT

i). Honesty, Integrity, Ethics

All L&T-ites shall act in conformity with professional standards of personal integrity, honesty & ethical conduct, especially when on Company's business, at Company sponsored events, or when representing the Company.

Ethical conduct is one that is free from fraud & deception and includes actual or potential conflicts of interest between personal advantages as against organization's needs and/or values.

ii). Respect for Individuals

Our success can be achieved only when we treat everyone, both within and outside our Company, with respect. Respect in the workplace, along with individual excellence and collaborative teamwork, is how we will accomplish our goals.

L&T-ites shall treat their colleagues & business associates with dignity & respect, irrespective of caste, creed, gender, religion/region, nationality, appearance or any disability.

Superiors shall encourage their subordinates/colleagues to express their professional views in meetings / discussions, candidly and without fear. Feedback on performance will be provided as far as possible in private. They shall treat them with equity & fairness.

L&T-ites shall not use abusive or offensive language, tone or gesture with their colleagues or business associates. Superiors shall not insult/demean their subordinates.

L&T-ites shall commit to create an environment which is free of any type of sexual harassment & abide by the Policy for Protection of Women's Rights at the Workplace. Every employee shall strive to protect women employees' from any act of sexual harassment.

The Provisions of the relevant law, rules and norms regarding the Sexual Harassment of Women at Workplace have become contextually very relevant in today's time. It is very important for every male employee to exercise diligence in drawing the line with respect to professional interactions with female employees. Maintaining decorum and ensuring that the employee is not exposed to complaints is important, for which it is the responsibility of each male employee to be fully aware of the provisions of the relevant law and repercussions of violations. It is the responsibility of the employee concerned to familiarize himself with the relevant law as applicable.

The details of the relevant law as applicable in India are in the link below

Please click [here](#) for the policy

iii). Customer Need and Stakeholder Value

L&T-ites are passionate about meeting customers' needs and delivering to stakeholders. L&T-ites shall:

- ✓ Demonstrate a passion for understanding and meeting the needs of customers and stakeholders
- ✓ Shall be fair, professional and transparent in its dealings with the customers and stakeholders.
- ✓ Take active responsibility for the quality of service we provide to customers and stakeholders

- ✓ Are open to change and readily implement better ways of doing things
- ✓ Have high performance expectations and a mindset of excellence
- ✓ be innovative in identifying new opportunities and approaches for our customers, stakeholders and ourselves
- ✓ respect customers' right to privacy in relation to their personal data
- ✓ Comply with all data privacy laws that prescribe how to responsibly collect, store, use, share, transfer and dispose of personal information, and strive to comply with those laws everywhere the Company operates.

iv). **Fair Competition and Anti-trust**

Company believes fair and open competition benefits customers, stakeholders, and society as a whole. Company supports the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.

L&T-ites shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors. L&T-ites shall collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

v). **Sharing of Official Information**

L&T-ites shall not divulge or communicate in any manner sensitive/confidential information to third parties, except when authorized to do so for business reasons. Company's Policy Guideline on Designated Spokespersons authorized for communicating to the media in this regard, shall be strictly followed.

L&T-ites shall not speak ill about the organization to any external agency which would tarnish the image of the organization.

Similarly, L&T-ites shall desist from indulging in rumour mongering/loose talks, about the organization that is detrimental to the Company's interest.

Please click [here](#) for the policy

vi). *Maintaining Confidentiality*

In addition to the above, the employees shall maintain the integrity of internal communications. Care shall be taken to mitigate various risks emanating out of communication such as misrepresentation of facts/ events, leakage of price sensitive information, unfavourable reports on developments in the Company and inconsistent communication at the times of crisis. The contents of all the internal & external communications shall conform to the guidelines of Communication Risk Management Policy issued jointly by the Corporate Brand Management & Communication Department and Corporate Risk Management.

Please click [here](#) for the policy

The employees and personnel of L&T Group may in the course of their employment and engagement, become aware of and possess information of L&T Group or third parties disclosed to the L&T Group that is not generally known. This may include information which if disclosed could jeopardize the interests of the L&T Group.

As an HR process the Company conducts Development Centre (DC) regularly to assess leadership potential. The participants in these centres will be expected to maintain utmost confidentiality with respect to the content, material received in the DC's and conduct themselves with the highest sense of professional ethics.

Hence as per the Confidentiality policy, all the employees have been entrusted with the duty to keep such information strictly confidential and use it only for proper purposes in accordance with the law. This would apply during the course of employment as well as post separation.

Please click [here](#) for the policy

vii). *Dealing in Securities While in Possession of Unpublished Price Sensitive Information (UPS)*

Every employee will be considered as an 'INSIDER' under the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended in 2018. As an Insider, it is the duty of the employee not to deal in or advocate trade in securities (eg. equity shares / preference shares / derivatives) of the Company when in possession

of any UPSI and till such time the information comes in the public domain.

The onus will be on the employee to demonstrate that he / she was not in possession of UPSI at the time of dealing in securities.

Please click [here](#) for the circular on prevention of insider trading along with the L&T Securities Dealing Code and the SEBI (PIT - Prohibition Of Insider Trading) Regulations.

viii). Professional Engagement & Public Advocacy

L&T-ites are encouraged to associate themselves with activities of professional bodies/fora to enrich their knowledge and also help in building organization's image.

The government is an important stakeholder in our business and we therefore engage with it through multiple business forums and trade organisations. We shall engage with the government and regulators in a constructive manner in order to promote good governance. Our senior executives are active members of industry bodies that participate in the development of public policy that addresses issues affecting industry, business, products and customers. However, such engagement should not result in dereliction of duty or in discrediting the organization's image/reputation or abuse of organization's resources.

ix). Use of Company Assets & Brand Logo

L&T-ites shall not exploit the organizational resources for one's own personal gain/pecuniary advantage. In discharge of official duties, one shall strive for effective and judicious use of resources entrusted to them. Resources include both tangible assets like equipment and facilities etc. or intangible assets like designs, information, software or network with suppliers/customers, etc.

L&T-ites are entrusted with the duty of using the brand logo without modifying the same. All the employees shall abide by the guidelines for Brand applications/usages including on visiting cards. Deviations from the specific logo templates will not be permitted.

Please click here for the policy on [Brand Marks](#) and [Use of Brand Marks by External Parties](#)

x). Intellectual Property

Company's intellectual property is an invaluable asset that must be protected at all times. L&T-ites shall respect and protect all confidential information and intellectual property of the Company.

L&T-ites shall safeguard the confidentiality of all third party intellectual property and data. L&T-ites shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

L&T-ites shall promptly report the loss, theft or destruction of any intellectual property and data of the Company or that of any third party.

xi). Social Media Code of Conduct

L&T encourages social media interaction (during the employees' personal time) in an individual capacity and we trust our employees to act responsibly adhering to the policies of the company with respect to messages pertaining to the business and/or brand.

L&T-ites are expected to use social media in the best interests of the Company wherever there is any reference to the Company's name, brand or reputation. Social media interaction includes all digital social platforms and online interaction including interaction on platforms such as LinkedIn/ Facebook / Twitter / YouTube / Snapchat / Blogs or Review platforms / Whatsapp.

1. Responsibility:
 - a) Every employee is responsible for what they post. They have to be aware that social media interactions for or on behalf of the Company (intended or unintended) can have legal repercussions that make the Company liable.
 - b) They should not use the L&T logo or trademarks as their display pictures / images
 - c) They should not share information about clients, partners, L&T leadership, L&T Businesses and their performance. They should not be involved in Plagiarism or infringement of any copy right, in the context of any reference made about L&T, its business, products or services.
 - d) They should avoid anonymous postings
2. What can be posted on social media:
 - a) Confidentiality of information should be kept in mind. One may share awards/accomplishments pertaining to the

company after they become public information. Personal views and perspectives shared in the form of blogs, articles, stories, narrations any form of postings should have a disclaimer that these views are views of the individual and not of the company

- b) One should not share information on or comment on current or former employees, clients, competitors, vendors or suppliers.
- c) One should not share any content that is protected by a third party's copyright. When sharing content created by someone else, due credit should be given to the creator.
- d) One should not film or photograph internal events and post them to social media unless one has the authorisation from their department head.

3. Tone:

- a) One should be Respectful. L&T does not condone any abuse and trolling on social media.
- b) One should use first person (don't use 'we' or 'us') when sharing opinions. It should be made clear that what is shared or said, is representative of one's personal views and opinions only and are not necessarily the views and opinions of L&T.
- c) One should be proactive and take responsibility in accepting and clarifying controversies (if any) around one's post on social media.

4. L&T reserves the right to monitor, edit, forbid, stop or / and filter comments or discussions about the group or companies, employees, clients and the industry, including products and competitors, posted by any employee on the Internet / in Social Media.

If any content violates the L&T Code of Conduct or the Social Media Policy, or the company's Communication Policy, the Group reserves the right to seek clarification, and if required, ask the employee to delete that content.

The Group Social Media Policy is covered under sections 5.11.49 through 5.11.51 of the Brand Manual.

Please click [here](#) for the policy.

xii). Use of Information Technology

L&T-ites shall judiciously use the Information Technology facilities provided to them. They shall conform to the policy on Information Technology.

The increasing usage of E-mails forms a major portion of the network usage. In order to make the best utilization of the resources and to prevent undesirable fallouts resulting from the use of E-mails, users should comply with the Corporate E-mail usage Guidelines. Please see Corporate E-mail usage policy framed for the proper utilization of the facility.

Please click [here](#) for the policy

xiii). Working Environment & Dress Code Policy

L&T-ites shall not engage in any activity that is likely to result in disturbing peace & harmony in the workplace or engage in activities that are likely to create tension, bitterness or confusion in the minds of colleagues.

Superiors shall endeavour to create a climate in ensuring the above.

All L&T-ites are expected to follow the dress code policy in order to project a professional image through attire and bearing.

Please click [here](#) for the policy

xiv). Environment, Health & Safety (EHS)

Safety is the core component of a Company's responsibility; it is also the foundation of its long-term viability. Company is committed to the safety and health of employees. Company believes that all injuries and occupational illnesses are preventable. Company has a commitment to zero injuries in the workplace.

L&T-ites shall endeavour to create a safe working environment by following the policies and procedures as laid down in the Corporate Environment, Health & Safety Management Systems framework.

Towards this, all the employees shall:

- a) Incorporate EHS considerations in all business decisions
- b) Ensure compliance to statutory and other requirements

- c) Prevent adverse environmental impacts and occupational health and safety risks
- d) Conserve natural resources, minimize waste generation and environmental emissions
- e) Impact structured training for employees and stakeholders for effective EHS performance
- f) Encourage communication, consultation and collaboration with all the stakeholders

L&T-ites shall strive to keep ones' own place and surrounding workplace clean and hygienic.

Please click [here](#) for the policy

xv). Respect for Human Rights

The Company respects human rights everywhere it works and while doing business with others. The Company does not employ children at the workplaces. The Company also does not use forced labour in any form.

xvi). Sustainability

L&T-ites are committed to fulfilling our economic, environmental and social responsibilities while conducting business. All the L&T-ites shall strive to conserve natural resources, and achieve sustainable growth, through a culture of trust and care.

Please click [here](#) for the policy

xvii). Corporate HR policy

People are the most valuable resources that contribute towards realizing the dynamic vision of the Company. Hence in consonance with the HR functions, we shall be relentlessly committing ourselves to:

- a) Acquiring, developing and retaining a pool of high-calibre talent
- b) Enabling and empowering our employees to be creative and innovative
- c) Establishing systems and practices for maintaining transparency, fairness and equality
- d) Creating a culture of continuous learning, competitiveness and excellence through change management
- e) Respecting ethics, values and good governance
- f) Provide equal opportunity for growth & development

Please click [here](#) for the policy

xviii). Risk Management Framework Including Tax Risk Management Policy

The employees must comply with all the laws applicable to the Company, adhere to the Risk Management framework and abide by the Internal Control Guidelines including the Tax Risk Management Policy.

Please click here for the policy on:

[Enterprise Risk Management](#)
[Internal Controls](#)
[Risk Management Policy](#)

xix). Prohibited Items

Use, sale, purchase or possession of alcohol/narcotic drugs/arms/weapons by L&T-ites at workplace or when on duty, is prohibited. Smoking is allowed only at designated places.

xx). Anti-Bribery

L&T-ites should never offer, directly or indirectly, any form of gift, entertainment or anything of value to any government official or commercial partners including customers or their representatives to

- a) Obtain or retain business
- b) Influence business decisions; or
- c) Secure an unfair advantage.

This includes bribes, kickbacks and facilitation payments.

L&T-ites should not accept, directly or indirectly, any form of gift, entertainment or anything of conspicuously high value from existing and potential business partners, vendors or their representatives

This includes bribes, kickbacks and facilitation payments.

Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks for academic sessions, contribution to academic boards etc. will be permitted, as mentioned in 'Gift Policy' below.

xxi). Gift Policy

A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals, stones, jewelry, art and any of their equivalents, but also intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. A “**gift**” also includes meals, entertainment, hospitality, vacations, trips, use of vacation homes, tickets to sporting or music events, outings, vendor familiarization trips and use of recreational facilities.

L&T-ites are prohibited from offering gifts, hospitality and entertainment or anything else of value, which might influence the decisions of counterparties or Officials in connection with the business of the Company.

L&T-ites are also prohibited from accepting any gifts, hospitality and entertainment, or anything else of value, which might influence their own decisions.

Only Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks, etc. will be permitted under this Policy. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones. L&T - ites may also initiate or become part of occasional business meals or celebratory events and entertainment, etc. in such manner that this policy remains unstained.

xxii). Information Security

The Information Security Policy sets out the expectations on every employee to safeguard confidential information of the Company and our third parties with the assurance of security, availability, integrity and confidentiality. This policy provides employees with the mandatory directive of safeguarding L&T and its stakeholder’s information.

Please click [here](#) for the policy.

xxiii) And Finally

All L&T-ites besides being good employees, shall endeavor to contribute towards:

- Development of the Community and Society.
- Supporting National & Humanitarian Causes.

IV. MECHANISM FOR IMPLEMENTATION AND MONITORING

Approvals / Disclosures under the points mentioned above should be as per the respective policies.

Violations of the Code of Conduct should be reported as per the [Reporting Matrix](#) which is annexed and forms an integral part of the Code of Conduct.

As a practice, any violations should be reported to the 1st Level Reporting Authority who shall investigate the same and take necessary action. However, if the violation is by the 1st Level Reporting Authority itself, then it should be reported to the 2nd Level Reporting Authority.

In case the Reporting Authority comes to the conclusion that the violation is of a grave nature, the same shall be reported to the Whistleblower Investigation Committee for further action within a reasonable time frame.

The concerned Reporting Authority will give a summary of the violations reported of the Code of Conduct and the action taken thereon on a monthly basis to the IC HR Head who in turn shall provide the same to Corporate HR.

V. ECOM DISCLOSURE

Corporate HR Head will provide a summary of the violations reported of the Code of Conduct and the action taken thereon on a quarterly basis

VI. REVIEW & AMENDMENT

The Code shall be reviewed as and when required to ensure that it meets the objectives of the relevant legislation and remains effective. The ECOM has the right to change/amend the Code as may be expedient taking into account the law for the time being in force.

VII. NON-COMPLIANCE:

Non-compliance of the provisions of this Code shall be treated as dereliction and an act of misconduct.

MATRIX - AUTHORITIES FOR BREACH REPORTING & CLARIFICATIONS /SEEKING PERMISSIONS				
SI No	Breach reporting	Reporting Structure		Remarks
		1st Level	2nd Level	
1	Work Place Conduct (Abusive or offensive language)	DH	CHR	#
2	Reporting of Bribe/ Fraud	WBIC		@
3	Breach of Confidentiality/Intellectual Property - sharing trade secrets and confidential information	WBIC		@
4	Dealing in securities while in possession of UPSI	Company Secretary	ECOM Member	
5	Misuse of Company's Assets	IC HR	CHR	#
6	Breach of information security	DH/IC HR	CHR	#
7	Use of prohibited Items like drugs, weapons, etc.	WBIC		@
8	Sexual Harassment	ICC		
SI No	Clarification /Permissions	Authority		
1	Dealing in securities	CS Team		
2	Professional Engagement and Public Advocacy	DH		
3	Company Assets & Brand Logo	CBMC		
4	Social Media Code of Conduct	CBMC/Legal		
5	Information Technology	DH/Corporate IT		
6	Work Environment Dress Code Policy	CHR		
7	Environment, Health & Safety	DH		
DH	Department Head			
WBIC	Whistle Blower Investigation Committee			
ICC	Internal Complaints Committee			
CMBC	Corporate Brand Management & Communications			
CHR	Corporate Human Resources			
#	If not attended to, can be escalated to WBIC			
@	The Complainant has the option to write directly to the Chairperson of the Audit Committee at acc@larsentoubro.com.			



GET - OFFER OF EMPLOYMENT (L&T Defence)-LT202333970207522-Rohan Chetan Bhamre

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	hrssc Int (hrssc@Intecc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0cFMhdQcLrFqqjB06NAjpg84WAqfk0Rx

"GET - OFFER OF EMPLOYMENT (L&T Defence)-LT202333970207522-Rohan Chetan Bhamre" History

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-  Signer 2019rohan.bhamre@ves.ac.in entered name at signing as Rohan Bhamre
2023-06-21 - 4:09:55 PM GMT- IP address: 139.5.27.169
-  Document e-signed by Rohan Bhamre (2019rohan.bhamre@ves.ac.in)
Signature Date: 2023-06-21 - 4:09:57 PM GMT - Time Source: server- IP address: 139.5.27.169
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22nd June 2023

**Mr. Hrushikesh Sandeep Satam
Vivekanand Education Society`S Institute Of Tech. Sindhi Society
Email ID: 2019hrushikesh.satam@ves.ac.in
Contact No. 9082370545**

APPOINTMENT AS GRADUATE ENGINEER TRAINEE - 2023

With reference to the interview, you had with us, we have great pleasure in appointing you as a **Graduate Engineer Trainee (GET)** on the following terms and conditions:

1. Medical Fitness and Academic Requirement:

The offer is inter alia subject to your

- a. Being found medically fit by the Company's authorized Doctor.
- b. Being qualified according to all the Eligibility criteria as communicated during the selection process.
- c. Completion of all the academic requirements for B.E. / B. Tech. course.

2. Period of Training:

The Period of training will be for **One year** from the date of commencement of training.

Your training commences on **3rd July, 2023** with pre-joining activities on **2nd July, 2023**. Accordingly, you are required to report to Mumbai on **2nd July, 2023**. The accommodation for you during the Orientation program at Mumbai will be arranged by us and the details of the same will be shared with you separately. Travel to Mumbai and commute to the accommodation on arrival in Mumbai is required to be planned accordingly and will be at your own expense. The company will not reimburse any expenses incurred by you for travel to and arrival at the designated accommodation at Mumbai.

The cost of boarding and lodging at the accommodation, and subsequent conveyance from accommodation to L&T Campuses will be borne by the company.

You will be assigned to work in **L&T Energy-Hydrocarbon**.

During twelve months training period, you will diligently and faithfully carry out all directions and instructions issued to you by the Company, its officers, and representatives. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any one of the Departments / Offices / Projects of the Company and/or its Associates / Subsidiary Companies.

Please note that any request for extension in joining time / Change of Department or Division or Location will not be entertained.

Mr. Hrushikesh Sandeep Satam

After accepting our offer, if you do not report on the date of joining, this letter of appointment stands automatically withdrawn. However, the Company reserves its right to change the date of joining at any time.

The Company may, at its discretion, extend the period of training by such other period/s as it may deem fit based on the evaluation of your learning at any time during the said period. You may also note that the training period will not be reckoned as 'Service'.

3. Stipend & Allowances:

During the course of your training, the Company will pay you Stipend and Allowances as per details in Annexure - I. These allowances may vary depending on the location of your posting.

4. Absorption:

On successful completion of the said 12 months training period to the satisfaction of the Company of which the Company shall be the sole judge and depending on the vacancies existing in the Company at that time you will be considered for appointment in the Company's regular cadre.

5. Provident Fund:

You will be eligible to join the "LARSEN & TOUBRO OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND" or any provident fund scheme as applicable to the Subsidiary and Associate company in which you are placed, under which at present the employee shall subscribe a sum equal to 12% of the monthly stipend and the Company contributes an equivalent amount.

6. Gratuity:

Your tenure of training of twelve months will not be reckoned as "Service" for the purpose of Gratuity.

7. Tax Liability:

Income Tax Liability, if any, will be borne by you.

8. Medical Benefits:

You will be eligible for medical benefits in accordance with the applicable Company's Scheme for your cadre.

9. Leave:

The eligibility for leave and the quantum thereof will be as per the "Leave rules" applicable to the unit / location to which you are assigned subject to the same being sanctioned.

10. Working Hours & Paid Holidays:

You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.

11. Conduct:

During the course of your training, you will carry out all directions and instructions issued to you by the Company, its officers and representatives. You will have to carry out your duties and obligations diligently and faithfully. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any other Location /

Mr. Hrushikesh Sandeep Satam

including project sites / Department, Function, or Offices of the Company and / or its Associate / Subsidiary Companies. In such case you will be governed by the terms and conditions of service applicable to the new assignment. You shall not at any time engage in or be concerned with or be interested, directly or indirectly, in any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and / or its business. .

Any intellectual property created by you during the course of your training as GET employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as Company owned intellectual property and you shall not raise nor have any claim in respect thereof.

12. Termination of Appointment:

- a. Either party can terminate the contract of training hereunder by giving one month's notice in writing to the other, or an amount equivalent to stipend and allowances in lieu thereof. In event of your giving a notice of termination shorter than the above period, the Company shall have its own discretion to adjust any leave due to you or will recover from you such amount from your dues towards the shortfall in notice period. In any event you will be required to complete the handing over process as may be reasonably required by the Company.
- b. The Company shall have the right to terminate this Appointment forthwith without any notice in the event of any of the following:
 - i) Breach of any of the conditions of this Appointment;
 - ii) Any misconduct on your part;
 - iii) Failure to carry out any of your duties and obligations;
 - iv) Unauthorized absence from or abstaining from attendance during training period;
 - v) If in the sole discretion of the Company, your continued association is / will be detrimental to the interests of the Company.

Provided further that, in the event of termination under Clause 12(b), the trainee shall not be entitled to payment of any stipend, benefits or allowances except the statutory dues under applicable law.

13. Confidentiality:

- a. You are required to treat, as 'strictly confidential' the affairs of the Company and its customers, of which you may be cognizant. The confidentiality has to be maintained particularly about drawings, quotations, specifications and other manufacturing information, which you may have access to.
- b. You will treat the terms of this Appointment as confidential.

14. Code of Conduct:

You shall abide by the internal regulations specified in the company's 'Code of Conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and / or other policies which may become applicable from time to time. Any violation / breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanours, termination of Services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

Please note that it is the duty of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviours. In case of any concerns or clarification the HR department may be approached. However, ignorance of the rule will not be accepted as a defence in any case. Please refer **Annexure II**.

15. Disputes & Arbitration:

Any dispute or difference or claim arising in connection with this Appointment shall be resolved by reference to arbitration through a mutually agreed sole Arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any amendments made thereto. The language of arbitration shall be English. Each of L&T or the Trainee / Employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Trainee / Employee may in its discretion deem fit. The venue of arbitration shall be at Mumbai and the Courts at Mumbai shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.

16. Non-disclosure of confidential information and trade secret:

You shall not, except as authorised, reveal / disclose / disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and / or dealings or any information concerning the businesses, finances, external and internal transactions of the company and / or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and / or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and / or the transactions of the company and / or its affiliates / associates / group companies which may come to your knowledge and / or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and / or placed in your possession by virtue of and / or during the course of your employment with the company.

17. Non-competition restriction:

You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your employment with the company. You agree that the company's services are highly specialised. You further agree that the identity and particular needs of the company's customers are not generally known in the industry.

Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination / retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

Mr. Hrushikesh Sandeep Satam

18. Non-Solicitation and Non-Poaching:

You shall not at any time during the term of your employment with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and / or any of its subsidiaries' and / or affiliates' and / or group companies' personnel to leave the employment of the company and / or any of its subsidiaries and / or affiliates or apply for employment with any third party or encourage such personnel of the company.

19. Accommodation:

The Company may provide (depending on availability) shared-bachelor accommodation from date of joining for a maximum period of 11 months or till date of your completion of training whichever is earlier.

20. Joining:

You are required to report at Mumbai on **2nd July 2023 (Sunday)**. Your training commences on **3rd July 2023** with pre-joining activities on **2nd July 2023**.

On the date of your reporting for duty, please bring with you the following documents in original and a set of photocopies:

- A. S.S.L.C (10th Std) Certificate and Mark sheet
- B. H.S.C (12th Std) Certificate and Mark sheet
- C. Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years - [Attested copies of degree certificate and final year/semester mark sheets should be forwarded to us within 3 months of your joining]
- D. Course Completion Certificate (if your final semester / final year result is not declared)
- E. Good Conduct certificate issued by the College
- F. Photocopies of achievements in extra-curricular activities claimed (College / District / State / National / International levels)

In addition to the above please also bring following:

- G. Two recent Passport size photographs [photo should be mandatorily taken in business formal in white background (for Men - Blazer and tie & Women - formal office wear)]
- H. A Self-certified copy of your **PAN Card**
- I. A Self-certified copy of your **Aadhaar Card**
- J. Name of your Bank, IFSC Code, bank Account Number where your stipend & allowances have to be credited
- K. Certificate for COVID 19 Vaccination

21. All communications / notices should be addressed to L&T Energy - Hydrocarbon, 14th Floor – Quadrant '3', A.M. Naik Tower, L&T Campus, Gate no.3, Jogeshwari-Vikhroli Link Road (JVLR), Powai, Mumbai 400072.

Mr. Hrushikesh Sandeep Satam

22. Acceptance Letter:

Please give your acceptance online as a token of agreement to the terms and conditions thereof, within 5 days from the date of this offer. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

You will keep us informed of your local / contact address & Email ID whenever there is any change.

We welcome you to our company and look forward to a long and fruitful association with you.

Yours faithfully,
for LARSEN & TOUBRO LIMITED,



(POONAM CHANDOK)
GENERAL MANAGER & HEAD - HUMAN RESOURCES
L&T ENERGY - HYDROCARBON

I have read, understood and accept the terms and conditions herein and affix my signature hereunder in confirmation of acceptance of my appointment.



(Signature)

date : Jun 22, 2023

In case of any clarification, kindly contact

Name: Ms. Sheetal Pillai

Contact details: 02268926014

Mail ID: SHEETAL.PILLAI@larsentoubro.com

Mr. Hrushikesh Sandeep Satam

ANNEXURE - I

Stipend, Allowances applicable to Graduate Engineer Trainees (2023 batch)

Stipend : ₹15,500/- Per Month

FlexiPay 1 : With Shared Company Accommodation : ₹15,500/- Per Month
Without Company Accommodation : ₹20,500/- Per Month

FlexiPay 2 : ₹4,710/- Per Month

LTA : ₹21,000/- Per Annum

(GETs will be eligible for LTA for the training period, after the completion of eleven months of training period).

On successful completion of your training and confirmation in our services you will be paid a one-time lump Sum amount of ₹60,000/-.

You may also avail subsidised company transport and canteen facilities if provided at the place of posting.

Provident Fund shall be applicable only on the Stipend amount.

A consolidated statement indicating the computed Cost to Company (CTC) is attached as **Annexure - I A**

LEAVE RULES FOR GRADUATE ENGINEER TRAINEES

General guidelines:

1. No leave of any kind will be allowed during the notice period.
2. Trainees can prefix and / or suffix leave to weekly offs / holidays subject to conditions mentioned in each of leave.
3. Holidays / weekly offs falling in between PL will be treated as PL and will be debited as such.

Sick Leave (SL):

There will be no quantum of Sick Leave and it will be granted solely at the discretion of Management. Sick Leave shall be granted only based on a medical certificate and shall not be granted for less than 2 days at a time.

Privilege Leave (PL):

GETs will be granted 23 days Privilege Leave (PL) for the entire training period which they can avail of after 11 months of unbroken training.

Unconsumed Privilege Leave will be encashed at the end of the training period. However, a maximum of 7 days PL will be allowed to be carried over to the next year.

Casual Leave (CL):

The eligibility for Casual Leave will be as per the Leave Rules applicable to Trainees at the Unit / Location to which you are assigned.



(Signature)

ANNEXURE – I A

GET Compensation Structure				
Components	Without Company Accommodation		With Shared Company Accommodation	
	(in INR per month)	(in INR per annum)	(in INR per month)	(in INR per annum)
Monthly Components (A)				
Stipend	15,500	1,86,000	15,500	1,86,000
Flexi Pay 1	20,500	2,46,000	15,500	1,86,000
Flexi Pay 2	4,710	56,520	4,710	56,520
Sub Total (A)	40,710	4,88,520	35,710	4,28,520
Statutory Components (B)				
PF (Employer Contribution)	1,860	22,320	1,860	22,320
Sub Total (B)	1,860	22,320	1,860	22,320
Annual Components (C)				
LTA	1,750	21,000	1,750	21,000
Deferred Retention Pay	5,000	60,000	5,000	60,000
Sub Total (C)	6,750	81,000	6,750	81,000
Medical Insurance and other Benefits	898	10,776	898	10,776
Sub Total (D)	898	10,776	898	10,776
Total CTC	₹ 50,218	₹ 6,02,616	₹ 45,218	₹ 5,42,616

Note:

- LTA: You will be eligible for Leave Travel Assistance (LTA) ₹ 21,000/- after the completion of eleven months of your training period.
- Deferred Retention Pay: On successful completion of your training and confirmation in our services, you will be paid a one-time lump Sum amount of ₹ 60,000/-.
- Leave Encashment: Unconsumed Privilege Leave will be encashed at the end of the training period . However, a maximum of 7 days PL will be allowed to be carried over to the next year.
- You may also avail subsidised company transportation, canteen facilities if provided at the place of posting.
- In the Company's Medical Insurance Scheme, the trainees will be covered for a maximum sum of ₹ 2.00 lakhs of Hospitalization expenses during the training. A nominal sum of ₹ 200/- per month will be recovered from you as a contribution towards this scheme.
- Contributory Group Term Insurance: All the staff members are covered in the said Group Term Insurance scheme for a sum of ₹ 50.00 Lakhs. A nominal sum of ₹ 437/- per month will be recovered from the employee as a contribution towards this scheme. The contribution towards this scheme is voluntary and optional.
- Tax: Income Tax Liability, if any, will be borne by you.



LARSEN & TOUBRO LIMITED

CODE OF CONDUCT

FOR

**S & E AND COVENANTED
OFFICERS**

2020

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I. PREAMBLE

- L&T is a professionally managed Indian multinational, committed to total customer satisfaction & enhancing stakeholders' value.
- The Company's philosophy on corporate governance is built on a rich legacy of fair & transparent governance & disclosure practices. This includes respect for human values, individual dignity, & adherence to honest, ethical & professional conduct. "L&T-ites" are guided by the vision statement & values mentioned therein for the success & reputation of L&T.

II. APPLICABILITY

This Code of Conduct is applicable to all Supervisory, Executive, Covenanted and equivalent grades of Larsen & Toubro Limited and its group of Companies.

The Board Members, Executive Directors and Senior Managerial Personnel (Senior Officers) will continue to be governed by the Code of Conduct signed by them.

III. CODE OF CONDUCT

i). Honesty, Integrity, Ethics

All L&T-ites shall act in conformity with professional standards of personal integrity, honesty & ethical conduct, especially when on Company's business, at Company sponsored events, or when representing the Company.

Ethical conduct is one that is free from fraud & deception and includes actual or potential conflicts of interest between personal advantages as against organization's needs and/or values.

ii). Respect for Individuals

Our success can be achieved only when we treat everyone, both within and outside our Company, with respect. Respect in the workplace, along with individual excellence and collaborative teamwork, is how we will accomplish our goals.

L&T-ites shall treat their colleagues & business associates with dignity & respect, irrespective of caste, creed, gender, religion/region, nationality, appearance or any disability.

Superiors shall encourage their subordinates/colleagues to express their professional views in meetings / discussions, candidly and without fear. Feedback on performance will be provided as far as possible in private. They shall treat them with equity & fairness.

L&T-ites shall not use abusive or offensive language, tone or gesture with their colleagues or business associates. Superiors shall not insult/demean their subordinates.

L&T-ites shall commit to create an environment which is free of any type of sexual harassment & abide by the Policy for Protection of Women's Rights at the Workplace. Every employee shall strive to protect women employees' from any act of sexual harassment.

The Provisions of the relevant law, rules and norms regarding the Sexual Harassment of Women at Workplace have become contextually very relevant in today's time. It is very important for every male employee to exercise diligence in drawing the line with respect to professional interactions with female employees. Maintaining decorum and ensuring that the employee is not exposed to complaints is important, for which it is the responsibility of each male employee to be fully aware of the provisions of the relevant law and repercussions of violations. It is the responsibility of the employee concerned to familiarize himself with the relevant law as applicable.

The details of the relevant law as applicable in India are in the link below

Please click [here](#) for the policy

iii). Customer Need and Stakeholder Value

L&T-ites are passionate about meeting customers' needs and delivering to stakeholders. L&T-ites shall:

- ✓ Demonstrate a passion for understanding and meeting the needs of customers and stakeholders
- ✓ Shall be fair, professional and transparent in its dealings with the customers and stakeholders.
- ✓ Take active responsibility for the quality of service we provide to customers and stakeholders

- ✓ Are open to change and readily implement better ways of doing things
- ✓ Have high performance expectations and a mindset of excellence
- ✓ be innovative in identifying new opportunities and approaches for our customers, stakeholders and ourselves
- ✓ respect customers' right to privacy in relation to their personal data
- ✓ Comply with all data privacy laws that prescribe how to responsibly collect, store, use, share, transfer and dispose of personal information, and strive to comply with those laws everywhere the Company operates.

iv). Fair Competition and Anti-trust

Company believes fair and open competition benefits customers, stakeholders, and society as a whole. Company supports the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.

L&T-ites shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors. L&T-ites shall collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

v). Sharing of Official Information

L&T-ites shall not divulge or communicate in any manner sensitive/confidential information to third parties, except when authorized to do so for business reasons. Company's Policy Guideline on Designated Spokespersons authorized for communicating to the media in this regard, shall be strictly followed.

L&T-ites shall not speak ill about the organization to any external agency which would tarnish the image of the organization.

Similarly, L&T-ites shall desist from indulging in rumour mongering/loose talks, about the organization that is detrimental to the Company's interest.

Please click [here](#) for the policy

vi). *Maintaining Confidentiality*

In addition to the above, the employees shall maintain the integrity of internal communications. Care shall be taken to mitigate various risks emanating out of communication such as misrepresentation of facts/ events, leakage of price sensitive information, unfavourable reports on developments in the Company and inconsistent communication at the times of crisis. The contents of all the internal & external communications shall conform to the guidelines of Communication Risk Management Policy issued jointly by the Corporate Brand Management & Communication Department and Corporate Risk Management.

Please click [here](#) for the policy

The employees and personnel of L&T Group may in the course of their employment and engagement, become aware of and possess information of L&T Group or third parties disclosed to the L&T Group that is not generally known. This may include information which if disclosed could jeopardize the interests of the L&T Group.

As an HR process the Company conducts Development Centre (DC) regularly to assess leadership potential. The participants in these centres will be expected to maintain utmost confidentiality with respect to the content, material received in the DC's and conduct themselves with the highest sense of professional ethics.

Hence as per the Confidentiality policy, all the employees have been entrusted with the duty to keep such information strictly confidential and use it only for proper purposes in accordance with the law. This would apply during the course of employment as well as post separation.

Please click [here](#) for the policy

vii). *Dealing in Securities While in Possession of Unpublished Price Sensitive Information (UPS)*

Every employee will be considered as an 'INSIDER' under the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended in 2018. As an Insider, it is the duty of the employee not to deal in or advocate trade in securities (eg. equity shares / preference shares / derivatives) of the Company when in possession

of any UPSI and till such time the information comes in the public domain.

The onus will be on the employee to demonstrate that he / she was not in possession of UPSI at the time of dealing in securities.

Please click [here](#) for the circular on prevention of insider trading along with the L&T Securities Dealing Code and the SEBI (PIT - Prohibition Of Insider Trading) Regulations.

viii). Professional Engagement & Public Advocacy

L&T-ites are encouraged to associate themselves with activities of professional bodies/fora to enrich their knowledge and also help in building organization's image.

The government is an important stakeholder in our business and we therefore engage with it through multiple business forums and trade organisations. We shall engage with the government and regulators in a constructive manner in order to promote good governance. Our senior executives are active members of industry bodies that participate in the development of public policy that addresses issues affecting industry, business, products and customers. However, such engagement should not result in dereliction of duty or in discrediting the organization's image/reputation or abuse of organization's resources.

ix). Use of Company Assets & Brand Logo

L&T-ites shall not exploit the organizational resources for one's own personal gain/pecuniary advantage. In discharge of official duties, one shall strive for effective and judicious use of resources entrusted to them. Resources include both tangible assets like equipment and facilities etc. or intangible assets like designs, information, software or network with suppliers/customers, etc.

L&T-ites are entrusted with the duty of using the brand logo without modifying the same. All the employees shall abide by the guidelines for Brand applications/usages including on visiting cards. Deviations from the specific logo templates will not be permitted.

Please click here for the policy on [Brand Marks](#) and [Use of Brand Marks by External Parties](#)

x). Intellectual Property

Company's intellectual property is an invaluable asset that must be protected at all times. L&T-ites shall respect and protect all confidential information and intellectual property of the Company.

L&T-ites shall safeguard the confidentiality of all third party intellectual property and data. L&T-ites shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

L&T-ites shall promptly report the loss, theft or destruction of any intellectual property and data of the Company or that of any third party.

xi). Social Media Code of Conduct

L&T encourages social media interaction (during the employees' personal time) in an individual capacity and we trust our employees to act responsibly adhering to the policies of the company with respect to messages pertaining to the business and/or brand.

L&T-ites are expected to use social media in the best interests of the Company wherever there is any reference to the Company's name, brand or reputation. Social media interaction includes all digital social platforms and online interaction including interaction on platforms such as LinkedIn/ Facebook / Twitter / YouTube / Snapchat / Blogs or Review platforms / Whatsapp.

1. Responsibility:
 - a) Every employee is responsible for what they post. They have to be aware that social media interactions for or on behalf of the Company (intended or unintended) can have legal repercussions that make the Company liable.
 - b) They should not use the L&T logo or trademarks as their display pictures / images
 - c) They should not share information about clients, partners, L&T leadership, L&T Businesses and their performance. They should not be involved in Plagiarism or infringement of any copy right, in the context of any reference made about L&T, its business, products or services.
 - d) They should avoid anonymous postings
2. What can be posted on social media:
 - a) Confidentiality of information should be kept in mind. One may share awards/accomplishments pertaining to the

company after they become public information. Personal views and perspectives shared in the form of blogs, articles, stories, narrations any form of postings should have a disclaimer that these views are views of the individual and not of the company

- b) One should not share information on or comment on current or former employees, clients, competitors, vendors or suppliers.
- c) One should not share any content that is protected by a third party's copyright. When sharing content created by someone else, due credit should be given to the creator.
- d) One should not film or photograph internal events and post them to social media unless one has the authorisation from their department head.

3. Tone:

- a) One should be Respectful. L&T does not condone any abuse and trolling on social media.
- b) One should use first person (don't use 'we' or 'us') when sharing opinions. It should be made clear that what is shared or said, is representative of one's personal views and opinions only and are not necessarily the views and opinions of L&T.
- c) One should be proactive and take responsibility in accepting and clarifying controversies (if any) around one's post on social media.

4. L&T reserves the right to monitor, edit, forbid, stop or / and filter comments or discussions about the group or companies, employees, clients and the industry, including products and competitors, posted by any employee on the Internet / in Social Media.

If any content violates the L&T Code of Conduct or the Social Media Policy, or the company's Communication Policy, the Group reserves the right to seek clarification, and if required, ask the employee to delete that content.

The Group Social Media Policy is covered under sections 5.11.49 through 5.11.51 of the Brand Manual.

Please click [here](#) for the policy.

xii). Use of Information Technology

L&T-ites shall judiciously use the Information Technology facilities provided to them. They shall conform to the policy on Information Technology.

The increasing usage of E-mails forms a major portion of the network usage. In order to make the best utilization of the resources and to prevent undesirable fallouts resulting from the use of E-mails, users should comply with the Corporate E-mail usage Guidelines. Please see Corporate E-mail usage policy framed for the proper utilization of the facility.

Please click [here](#) for the policy

xiii). Working Environment & Dress Code Policy

L&T-ites shall not engage in any activity that is likely to result in disturbing peace & harmony in the workplace or engage in activities that are likely to create tension, bitterness or confusion in the minds of colleagues.

Superiors shall endeavour to create a climate in ensuring the above.

All L&T-ites are expected to follow the dress code policy in order to project a professional image through attire and bearing.

Please click [here](#) for the policy

xiv). Environment, Health & Safety (EHS)

Safety is the core component of a Company's responsibility; it is also the foundation of its long-term viability. Company is committed to the safety and health of employees. Company believes that all injuries and occupational illnesses are preventable. Company has a commitment to zero injuries in the workplace.

L&T-ites shall endeavour to create a safe working environment by following the policies and procedures as laid down in the Corporate Environment, Health & Safety Management Systems framework.

Towards this, all the employees shall:

- a) Incorporate EHS considerations in all business decisions
- b) Ensure compliance to statutory and other requirements

- c) Prevent adverse environmental impacts and occupational health and safety risks
- d) Conserve natural resources, minimize waste generation and environmental emissions
- e) Impact structured training for employees and stakeholders for effective EHS performance
- f) Encourage communication, consultation and collaboration with all the stakeholders

L&T-ites shall strive to keep ones' own place and surrounding workplace clean and hygienic.

Please click [here](#) for the policy

xv). Respect for Human Rights

The Company respects human rights everywhere it works and while doing business with others. The Company does not employ children at the workplaces. The Company also does not use forced labour in any form.

xvi). Sustainability

L&T-ites are committed to fulfilling our economic, environmental and social responsibilities while conducting business. All the L&T-ites shall strive to conserve natural resources, and achieve sustainable growth, through a culture of trust and care.

Please click [here](#) for the policy

xvii). Corporate HR policy

People are the most valuable resources that contribute towards realizing the dynamic vision of the Company. Hence in consonance with the HR functions, we shall be relentlessly committing ourselves to:

- a) Acquiring, developing and retaining a pool of high-calibre talent
- b) Enabling and empowering our employees to be creative and innovative
- c) Establishing systems and practices for maintaining transparency, fairness and equality
- d) Creating a culture of continuous learning, competitiveness and excellence through change management
- e) Respecting ethics, values and good governance
- f) Provide equal opportunity for growth & development

Please click [here](#) for the policy

xviii). Risk Management Framework Including Tax Risk Management Policy

The employees must comply with all the laws applicable to the Company, adhere to the Risk Management framework and abide by the Internal Control Guidelines including the Tax Risk Management Policy.

Please click here for the policy on:

[Enterprise Risk Management](#)
[Internal Controls](#)
[Risk Management Policy](#)

xix). Prohibited Items

Use, sale, purchase or possession of alcohol/narcotic drugs/arms/weapons by L&T-ites at workplace or when on duty, is prohibited. Smoking is allowed only at designated places.

xx). Anti-Bribery

L&T-ites should never offer, directly or indirectly, any form of gift, entertainment or anything of value to any government official or commercial partners including customers or their representatives to

- a) Obtain or retain business
- b) Influence business decisions; or
- c) Secure an unfair advantage.

This includes bribes, kickbacks and facilitation payments.

L&T-ites should not accept, directly or indirectly, any form of gift, entertainment or anything of conspicuously high value from existing and potential business partners, vendors or their representatives

This includes bribes, kickbacks and facilitation payments.

Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks for academic sessions, contribution to academic boards etc. will be permitted, as mentioned in 'Gift Policy' below.

xxi). Gift Policy

A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals, stones, jewelry, art and any of their equivalents, but also intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. A “**gift**” also includes meals, entertainment, hospitality, vacations, trips, use of vacation homes, tickets to sporting or music events, outings, vendor familiarization trips and use of recreational facilities.

L&T-ites are prohibited from offering gifts, hospitality and entertainment or anything else of value, which might influence the decisions of counterparties or Officials in connection with the business of the Company.

L&T-ites are also prohibited from accepting any gifts, hospitality and entertainment, or anything else of value, which might influence their own decisions.

Only Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks, etc. will be permitted under this Policy. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones. L&T - ites may also initiate or become part of occasional business meals or celebratory events and entertainment, etc. in such manner that this policy remains unstained.

xxii). Information Security

The Information Security Policy sets out the expectations on every employee to safeguard confidential information of the Company and our third parties with the assurance of security, availability, integrity and confidentiality. This policy provides employees with the mandatory directive of safeguarding L&T and its stakeholder’s information.

Please click [here](#) for the policy.

xxiii) And Finally

All L&T-ites besides being good employees, shall endeavor to contribute towards:

- Development of the Community and Society.
- Supporting National & Humanitarian Causes.

IV. MECHANISM FOR IMPLEMENTATION AND MONITORING

Approvals / Disclosures under the points mentioned above should be as per the respective policies.

Violations of the Code of Conduct should be reported as per the [Reporting Matrix](#) which is annexed and forms an integral part of the Code of Conduct.

As a practice, any violations should be reported to the 1st Level Reporting Authority who shall investigate the same and take necessary action. However, if the violation is by the 1st Level Reporting Authority itself, then it should be reported to the 2nd Level Reporting Authority.

In case the Reporting Authority comes to the conclusion that the violation is of a grave nature, the same shall be reported to the Whistleblower Investigation Committee for further action within a reasonable time frame.

The concerned Reporting Authority will give a summary of the violations reported of the Code of Conduct and the action taken thereon on a monthly basis to the IC HR Head who in turn shall provide the same to Corporate HR.

V. ECOM DISCLOSURE

Corporate HR Head will provide a summary of the violations reported of the Code of Conduct and the action taken thereon on a quarterly basis

VI. REVIEW & AMENDMENT

The Code shall be reviewed as and when required to ensure that it meets the objectives of the relevant legislation and remains effective. The ECOM has the right to change/amend the Code as may be expedient taking into account the law for the time being in force.

VII. NON-COMPLIANCE:

Non-compliance of the provisions of this Code shall be treated as dereliction and an act of misconduct.

MATRIX - AUTHORITIES FOR BREACH REPORTING & CLARIFICATIONS /SEEKING PERMISSIONS				
SI No	Breach reporting	Reporting Structure		Remarks
		1st Level	2nd Level	
1	Work Place Conduct (Abusive or offensive language)	DH	CHR	#
2	Reporting of Bribe/ Fraud	WBIC		@
3	Breach of Confidentiality/Intellectual Property - sharing trade secrets and confidential information	WBIC		@
4	Dealing in securities while in possession of UPSI	Company Secretary	ECOM Member	
5	Misuse of Company's Assets	IC HR	CHR	#
6	Breach of information security	DH/IC HR	CHR	#
7	Use of prohibited Items like drugs, weapons, etc.	WBIC		@
8	Sexual Harassment	ICC		
SI No	Clarification /Permissions	Authority		
1	Dealing in securities	CS Team		
2	Professional Engagement and Public Advocacy	DH		
3	Company Assets & Brand Logo	CBMC		
4	Social Media Code of Conduct	CBMC/Legal		
5	Information Technology	DH/Corporate IT		
6	Work Environment Dress Code Policy	CHR		
7	Environment, Health & Safety	DH		
DH	Department Head			
WBIC	Whistle Blower Investigation Committee			
ICC	Internal Complaints Committee			
CMBC	Corporate Brand Management & Communications			
CHR	Corporate Human Resources			
#	If not attended to, can be escalated to WBIC			
@	The Complainant has the option to write directly to the Chairperson of the Audit Committee at acc@larsentoubro.com.			

GET - OFFER OF EMPLOYMENT (LTEH)-LT20 2333970207535-Hrushikesh Sandeep Satam

Final Audit Report

2023-06-22

Created:	2023-06-22
By:	hrssc Int (hrssc@Intecc.com)
Status:	Signed
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-  Agreement completed.
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ITC INFOTECH - Offer

Acceptance required on
Selection Confirmation



Mail

External



Inbox



Phanindra RS 11/23/2022



to

Dear Candidate,

Greetings from ITC Infotech India Ltd.

In continuation to your Final Selection at ITC Infotech we further request you to kindly confirm your Offer Acceptance through the below mentioned MS Form Link.

MS Form Link: <https://forms.office.com/>



99+



Dear Sanjeev Dinesh Tiwari,

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **Management Trainee** in the **MT** grade in our organization at **Mumbai**.

Your annual compensation in terms of cost to company will be **Eight Lakh Only**.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **June 01,2023**.

You are required to submit the following documents before the day of joining:

- Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor.)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped.)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo (Red Background Only)
- Please sign wherever there is signature space, whether you are filling the form or not

The Break-up of your Cost to Company is as below:

Name	Sanjeev Dinesh Tiwari	CTC	800000
Designation	Management Trainee	Grade	MT-Management Trainee
Function	IT-Software*Kotak Com*N.A.	Location	Mumbai
Sr. No.	Components Of Pay	Per Month	Per Annum
A	Monthly Allowances/Reimbursements		
A.1	Basic	26667	320000
A.2	House Rent Allowance	13333	160000
A.3	Professional Allowance	22184	266208
A.4	Interim Bonus	0	0
A.5	Leave Travel Allowance	0	0
	Sub Total A	62184	746208
B	RETIRALS & BENEFITS		
B.1	Provident Fund (12% of Basic)		38400
B.2	Co's Contribution to ESI (3.25% of monthly Gross)		0
B.3	Gratuity		15392
	Sub Total B		53792
C	DEDUCTION		
C.1	Mediclaim Premium		
C.2	Professional Tax		
D	TOTAL CTC (A + B)		800000

Notes:

- Employees' PF contribution will be contributed by the employee into his/her PF account.
- Income Tax and Profession Tax will be deducted as applicable.
- Mediclaim premium will be deducted as per prevailing policy.

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification.**

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Kirat Kaur @ or kirat.kaur@kotak.com.

Looking forward to your joining and a successful career in **Kotak Securities.**

Dear Mrunal Murudkar,

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **Management Trainee** in the **MT** grade in our organization at **Mumbai**.

Your annual compensation in terms of cost to company will be **Eight Lakh Only**.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **June 01,2023**.

You are required to submit the following documents before the day of joining:

- Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor.)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped.)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo (Red Background Only)
- Please sign wherever there is signature space, whether you are filling the form or not

The Break-up of your Cost to Company is as below:

Name	Mrunal Murudkar	CTC	800000
Designation	Management Trainee	Grade	MT-Management Trainee
Function	IT-Software*Kotak Com*N.A.	Location	Mumbai
Sr. No.	Components Of Pay	Per Month	Per Annum
A	Monthly Allowances/Reimbursements		
A.1	Basic	26667	320000
A.2	House Rent Allowance	13333	160000
A.3	Professional Allowance	22184	266208
A.4	Interim Bonus	0	0
A.5	Leave Travel Allowance	0	0
	Sub Total A	62184	746208
B	RETIRALS & BENEFITS		
B.1	Provident Fund (12% of Basic)		38400
B.2	Co's Contribution to ESI (3.25% of monthly Gross)		0
B.3	Gratuity		15392
	Sub Total B		53792
C	DEDUCTION		
C.1	Mediclaim Premium		
C.2	Professional Tax		
D	TOTAL CTC (A + B)		800000

Notes:

- Employees' PF contribution will be contributed by the employee into his/her PF account.
- Income Tax and Profession Tax will be deducted as applicable.
- Mediclaim premium will be deducted as per prevailing policy.

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification.**

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Kirat Kaur @ or kirat.kaur@kotak.com.

Looking forward to your joining and a successful career in **Kotak Securities.**

Date: November 10, 2022

Ref: LTI/HR/EN3/Campus/2023

Name: Anushka Kulkarni

College: Vivekanand Education Society's Institute of Technology (VESIT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Anushka Kulkarni,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 30000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.

8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.



Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch	
Qualification:	B.E./B.Tech. M.E./M.Tech/MCA/M.SC
Branches:	All Branches M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	(2023) SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery

Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____

ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Anushka Kulkarni Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	180000	15000
Bouquet of Benefits	264180	22015
Bonus	21000	1750
Base Salary (p.a.)	465180	38765
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	465180	
PF	21600	1800
Gratuity	8658	722
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	43187	3598
Cost to Company (CTC)	508367	42363

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1)Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2)Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA,Conveyance,LTA,MealAllowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4)The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6)Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Date: November 10, 2022

Ref: LTI/HR/EN6/Campus/2023

Name: Esha Pradeep Kadam

College: Vivekanand Education Society's Institute of Technology (VESIT)

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Esha Pradeep Kadam,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on being selected as a **Graduate Engineer Trainee**. This offer is on the following terms and conditions, subject to fulfilling the eligibility criteria (Refer '**Annexure 1**') and a successful background check.

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs. 35000 pm**.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS).Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-1**'. Your appointment is in accordance with the Apprentices Act, 1961.
4. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. (Refer '**Annexure-2**')
5. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.
6. If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this **Graduate Engineer Trainee Offer Letter** on the **CampBuzz Portal** (<https://campbuzz.ltinfotech.com>) and register your credentials therein within seven (7) days from the date of this letter.

If you do not register your credentials within the above period on the Company portal and accept the offer on the portal within (7) days, the aforesaid offer automatically stands cancelled.

Post registration on the above portal, if you do not join on the date intimated to you, this offer will be cancelled at the discretion of the Company.

7. You are required to register yourself as an apprentice on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable.

8. You may be confirmed in 3 months from the effective start date of your employment with the Company. During this period, a prior notice of 7 days shall be applicable, in case of voluntary resignation by the employee. Your employment with LTI will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances, which you agree are reasonable and acceptable:
 - Failing to meet the qualification criteria during the Training Program assessments
 - Unauthorized absence during the Training Program
 - Integrity and other disciplinary expectations
9. All Annexures appended herewith shall form an integral part of this letter.
10. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.
11. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
12. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
13. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-3**'.
14. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining the Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings are critical and the outcomes would have a direct impact on your onboarding.

We welcome you to the LTI family and look forward to a long and fruitful association with you.

Yours faithfully,

For LTI Ltd.



Thiagu Dharmalingam
Senior Manager -Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Eligibility Criteria for Engineering - Year 2023 Batch	
Qualification:	B.E./B.Tech. M.E./M.Tech/MCA/M.SC
Branches:	All Branches M.E./M.Tech(All branches) MCA, M.Sc (five-year integrated CS/IT)
Age Criteria: As on 1st July of Passing year (2023)	Less than 24 years Less than 26 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma which should not be more than 2 years. No Year drop allowed.
SSC, HSC Percentages/CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Diploma/Graduation Percentage/CGPA :	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate must state First Class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	(2023) SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE / State Board Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at the time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology & communication tracks assigned for training are purely subjected to the business requirements. Non-performance during technical & communication trainings/on the job phase is subjected to separation from the organization
Flexibility:	Should be flexible to work in any technology/work-shift/domain and work from any development center/partner premise/customer location as per business needs
Cooling Period:	Should NOT have appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.(If found so, LTI may take immediate action and cancel the candidature at ANY stage)
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery

Self-Declaration:

1. You should meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. LTI may take immediate action at any time during or after the Interview/Selection/Joining if found hiding any information/involved in any sort of malpractices/producing incorrect information or not meeting all the criteria mentioned above.
3. This recruitment process is completely free of cost.

Candidate Signature: _____

Name: _____

Institute Name: _____

Mobile No: _____

ANNEXURE-2

Please bring along with you the following documents in original and one copy of the same.

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following are required:

- 1. Proof of age.
- 2. SSC/HSC or equivalent examination mark sheets.
- 3. Diploma / Degree mark sheets for all the Semesters/Years.
- 4. Passport first & last page.
- 5. Four wheeler Driving License.
- 6. Pan card.
- 7. Aadhar card.

You are requested to note that our offer is subject to submitting the above documents.

ANNEXURE-3

Name : Esha Pradeep Kadam Date : November 10, 2022

Salary Grade : P1

Components	INR. (p.a.)	INR. (p.m.)
Basic	252012	21001
Bouquet of Benefits	351048	29254
Bonus	0	0
Base Salary (p.a.)	603060	50255
Annual Incentive	0	
Total Variable (p.a.)	0	
TTC(p.a.)	603060	
PF	30241	2520
Gratuity	12122	1010
Mediclaime Premium(p.a)	12929	1077
Retirals & Other Benefits(p.a)	55292	4607
Cost to Company (CTC)	658352	54862

Medical Insurance Premium:

The Group Mediclaime Policy of Company covers Employee, Spouse & upto 3 dependent children (below 25 yrs of age). Coverage limits are as per company policy.

You would also be eligible to be covered under the Voluntary Group Term Life and Group Accident Insurance policy as per the company policy.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) Bouquet of Benefits* /Flexi Pay consists of Flexi-components which may include HRA, Conveyance, LTA, Meal Allowance and Adhoc allowance.
- 3) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 4) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 5) Gratuity payment shall be as per "Payment of Gratuity Act, 1972".
- 6) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.

- Any or all the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.



Offer: Computer Consultancy
Ref: TCSL/DT20222969975/Mumbai
Date: 24/11/2022

Ms. Sudipa Majumdar
9b AlmoreAnushaktinagar,
Anushaktinagar,
Mumbai-400094,
Maharashtra.
Tel# 91-9833371691

Dear Sudipa Majumdar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/DT20222969975

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xplore Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Sudipa Majumdar
Designation	Assistant System Engineer-Trainee
Institute Name	Vivekananda Education Society'S Institute Of Technology, Chembur

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

5 August 2023
Mr. Rishabh Tiwari
31/1687, M.H.B Colony,
Kher Nagar, Bandra East,
Mumbai - 400051.

Dear Rishabh,

This refers to your application and the subsequent interviews you had with us.

We are pleased to offer you the position of **Tech Service Engineer, Research & Development in our Electro Mechanical Projects and Air Conditioning Solutions** business group at Thane office at Next to Hotel Vihang's Inn, Kapurbavdi, Ghodbunder Road, Thane West - 400607. This offer is subject to you being found medically fit and a clear background verification.

You will report to **Mr. Amey Laxman Samant, Deputy Manager - Tech Services**.

You are requested to join us on or before **22 August, 2023**. The terms & conditions of your appointment will be incorporated in the contract of employment which will be executed on your joining.

In case you do not join the Organization within 7 days from the date specified by you here below, this offer of employment shall stand withdrawn without any further communication.

We welcome you to Blue Star and look forward to a mutually satisfying association.

Very truly yours
BLUE STAR LIMITED



Sanjay Yerunkar
Deputy General Manager - Human Resources

PS – Please submit following documents to initiate process for your background verification –

1. Secondary School, Higher Secondary School & Degree – Mark Sheets & Certificates
2. Relieving letter and Experience Certificate from the previous employers
3. Copy of acceptance of your resignation letter from the current employer.
4. Certificate showing last salary drawn.
5. 3 stamp size coloured photographs.

I hereby accept the above mentioned terms and conditions and confirm that I shall report for work on

_____.

Signature _____ Date _____

23 May 2023

Mr. Atharva Sandeep Kulkarni
301, Monarch Orchid, Plot No. 94 & 95, Sector 19
Kharghar, Navi Mumbai, 410210

Your appointment as Senior Analyst in Technology Consulting

Dear Atharva,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in Ernst & Young LLP subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Senior Analyst** in Band **6**.

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 5,50,000 per annum (Rupees Five Lakh Fifty Thousand Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.
- b. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.
- c. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

3. Date of joining

As agreed, you shall join the services of the Firm on **21 August 2023**.

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be Bangalore - UB City. However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

- a. Either party may terminate the employment by giving a mandatory minimum of 3 months' notice to the other party (also applicable during probation period). The Firm may, at its discretion, with or without conditions, agree to waive off the 3 months' notice period requirement, either wholly or partly.
- b. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Code of Conduct and Policies

- a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.
- b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.
- c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

9. Confidentiality



- a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.
- b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.
- c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.
- d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.
- e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms, that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory

body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

- f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

10. Non- Compete

- a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.
- b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.
- c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.
- d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.
- e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

11. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

- a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:
 - is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
 - result from or is suggested by any work which you may do for the Firm
 - are otherwise made through the use of Firm's time, facilities or materials.

- b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.
- c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

12. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

13. Miscellaneous

- a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up
Annexure B - Relocation letter

- b. **Additional Documents:** You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.
- c. **Supersedes previous agreement:** This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.
- d. **Severability:** If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.



- e. **Conditions precedent:** This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.
- f. **Privity of contract:** The terms of this Agreement may only be enforced by a party to this Agreement.
- g. **Governing law and dispute resolution:** This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.
- h. **Certificate of Practice:** If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.
- i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature _____ Date _____

Atharva Sandeep Kulkarni



Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)	
(A) Salary Components	5,19,600	
Basic Salary:	2,53,200	
House Rent Allowance:	1,26,600	
Special Allowance:	22,200	
Conveyance Allowance:	1,17,600	
(B) Other Perquisites	30,400	
Firm's Contribution to Provident Fund:	30,384	
Year End Ex-Gratia	16	
(C) Annual Fixed Compensation (A+B)	5,50,000	
(D) Other Benefits	32,173	
Gratuity (accrual)	12,173	
Firm's contribution towards Medical insurance	20,000	
(E) Total Compensation (C+D)	5,82,173	
(F) Annual performance bonus (earning potential)	Min. 0%	Max. 12%
	0	66,000
Annual total earning potential (E+F)	5,82,173	6,48,173



Please note that Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN already, then please apply for the same at the earliest.

1. House Rent Allowance (HRA): This will be 50% of your basic salary.
2. Special Allowance: Special Allowance will be in the range of 0% to 10% of the annual fixed compensation.
3. Conveyance Allowance: Conveyance allowance will be the balancing figure in your compensation structure.
4. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are an active member of PF, it will be mandatory for you to opt for the same. If not opted for, conveyance allowance will be adjusted accordingly.
5. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
6. You will be eligible for medical insurance coverage for self, spouse, two children and parents/parents in-law up to INR 3 lac per annum, subject to your declaration as per the policy. Additionally, you, spouse and two children will be covered for critical illness cover of INR 10 lacs.
7. In the unfortunate case of death of an employee, the Firm extends financial support to the family up to three times of the last drawn annual CTC of the deceased employee. The minimum amount for this financial support will be INR 25,00,000.

Please note that all the benefits/coverage mentioned above are governed by the Firm's policies and/or statutory law, as applicable.



Ernst & Young LLP
6th, 12th & 13th floor,
"UB City" Canberra Block,
No.24, Vittal Mallya Road,
Bengaluru-560 001 India.
Phone: +91 80 4027 5000
Fax: +91 80 2210 6000

**Annexure B
Relocation Letter**

23 May 2023

**Atharva Sandeep Kulkarni
301, Monarch Orchid, Plot No. 94 & 95, Sector
19 Kharghar, Navi Mumbai, 410210**

Dear Atharva,

Sub: Relocation benefits

In addition to the terms and conditions mentioned in the appointment letter, you are also eligible for reimbursement of relocation expenses per below mentioned details.

Your relocation expense entitlement is **INR 45,833/- (Rupees Forty Five Thousand Eight Hundred and Thirty Three Only)**. If any relocation expense paid/ incurred, exceeds the relocation eligibility limit, the same shall be recoverable from the employee.

Employee Self-Travel	<ul style="list-style-type: none">• One-way trip (Air Travel/ Train Travel) between current location and new location for self.• A maximum of two one-way cab fare for airport transfers. For the purpose of reimbursement, GST registered metered/ App based cabs only will be considered.• In case, you choose to undertake a road trip, the cost of the road trip should be less than one AC first class rail fare between the two locations. Mileage rates applicable in case of use of own car (only one car permitted) will be INR 10 per km. The cost per km is inclusive of any other cost such as toll/fuel etc. Shortest route shall be taken as per google map for considering the KM distance
<u>Accommodation</u>	<ul style="list-style-type: none">• Accommodation should be booked by respective individual for maximum of 10 room nights' stay at guest house or hotel based on eligibility as per the firm's Travel policy.• Expenses incurred on food, laundry, newspaper etc. during the stay at guest house or hotel will not be reimbursable.• Payment should be made only via credit card, online banking, wallet etc.

Air/Train bookings must be done only through the firm's Travel Desk. EY Relocation assistance team will contact you two weeks prior to your joining date to facilitate transition.

In the event of you deciding to leave before completion of 1 year with the firm, the amount reimbursed hereunder will be recovered in full. For the purposes of this clause, the duration will



Ernst & Young LLP
6th, 12th & 13th floor,
"UB City" Canberra Block,
No.24, Vittal Mallya Road,
Bengaluru-560 001 India.
Phone: +91 80 4027 5000
Fax: +91 80 2210 6000

be calculated from your date of joining to date of you 'deciding to leave' (which shall mean the date of your resignation letter).

Yours sincerely,
For Ernst & Young LLP

Anshula Verma

Authorized Signatory

I hereby accept terms & conditions mentioned in the letter.

Signature _____

Date _____

Atharva Sandeep Kulkarni



Offer: Computer Consultancy
Ref: TCSL/CT20223965669/Mumbai
Date: 24/11/2022

Mr. Abhinav Anil Dawale
Mahakaleshwar Enclave Near Nit Flats, Flat Number -204, Plot Number- 283/284,Nandanwan ,Nagpur
Nit Flats,
Nagpur-440024,
Maharashtra.
Tel# 91-9960690905

Dear Abhinav Anil Dawale,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TCSL/CT20223965669

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India
Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com
Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Offer: Computer Consultancy
Ref: TCSL/CT20223985063/Mumbai
Date: 24/11/2022

Ms. Vasudha Sasikumar
18/502, BakulPokhran Road No. 2,
Vasant Vihar,
Thane West-400610,
Maharashtra.
Tel# -9867706553

Dear Vasudha Sasikumar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

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Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TATA CONSULTANCY SERVICES

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xplore Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Vasudha Sasikumar
Designation	Assistant System Engineer-Trainee
Institute Name	Vivekananda Education Society'S Institute Of Technology, Chembur

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Private & Confidential**18 February 2023****Aaditya Moykhede**

Dear Aaditya,

We are pleased to offer you employment in the position of Technical Analyst with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Pune, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

Components	Amount (INR) p.a
A. Basic salary	427,500.00
B. Flexible Benefit Plan (FBP) **	522,500.00
C. Annual Gross Pay AGP (A+B)	950,000.00
D. Company's contribution to PF	51,300.00
Total Gross (C+D)	1,001,300.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 309,525.00** toward relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not

contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Manisha Khare (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H
Senior Director - Human Resources

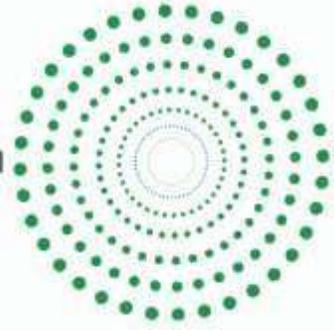
OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.



October 13th, 2022

Offer of Employment with Dolat Group

Dear Prasanna Sridharan,

It is my pleasure to extend the following offer of employment to you on behalf of Dolat Group further to the interview and discussions you have had with us. You are expected to join duly on 01/06/2023.

Dolat Group is pleased to offer you a position of Strategy Software Developer. You will be on a probation period of six months. We trust that your knowledge, skills and experience will be amongst our most valuable assets.

Offer stands cancelled in case of any deviation in information or if you fail to report to us on or before pre-decided date.

You will need to submit all your (original on demand for verification only) qualification documents, relieving documents and salary slip (if any) of last six months with a copy of each, on the date of joining.

Your paid holidays for a year are 21 working days calculated on pro-rata basis.

Your CTC will be 09.50 LPA (Bifurcations are as given in the annexure).

As an incentive to retain you throughout the period of employment, we shall pay you a sum of Rs 5,00,000/- as Retention Bonus as explained below.

Rs 50,000/- after completion of every 06 months for 05 years.

Accept Job Offer,

By signing and dating this letter below, I, Prasanna Sridharan accept the job offer of Strategy Software Developer by Dolat Group

Signature: _____ Date: _____



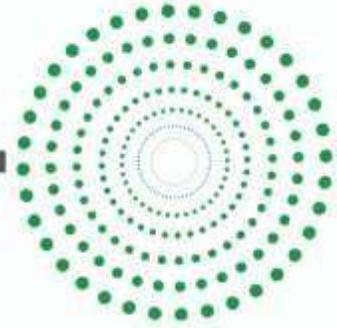
022-6692 2045



hrteam@dolatcapital.com/
www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Offer Letter Contd... ANNEXURE

Prasanna Sridharan

SALARY BIRFURCATIONS ARE AS UNDER:

Company Cost : 09.50 LPA			
Salary Heads		MONTHLY	YEARLY
Basic Salary		26667.00	320004.00
HRA Allow		13334.00	160008.00
CCA		13299.00	159588.00
	A	53300.00	639600.00
Fixed/Variables	B		150000.00
Flexible Heads			
Food Coupon		1250.00	15000.00
LTA		2500.00	30000.00
MOTOR CAR		3500.00	42000.00
Professional Dev		1000.00	12000.00
Telephone		1500.00	18000.00
	C	9750.00	117000.00
Mediclaime Policy	D		4000.00
Gratuity	E		16000.00
EPF	F		23400.00
TOTAL TAKE A To F		63050.00	950000.00

- PN: 1. All in rounded figures. Pay heads may be inter changed later on.
 2.Perks & EPF are optional. A declaration is required for opting out of the EPF.
 3.Employer contribution of EPF included in the CTC. Both employee + employers amount shall monthly be deposited in your EPF A/c with the Government.
 4. Gratuity 2% of the CTC. Rounded to nearest.
 5. Tax may vary depends upon your Investments & previous employer's salary.

We look forward to an enduring relationship with you.




Yours Sincerely,
 JIGAR P SHAH – Dolat Capital Market Pvt Ltd



022-6692 2045



hrteam@dolatcapital.com/
 www.dolatcapital.com



901, Peninsula Park, Off Link Road, A-4 Veera Desai Industrial Estate, Andheri West, Mumbai, Maharashtra, 400 058



Private and Confidential

July 28, 2022

Aamir Ansari
By Mail

Dear Aamir :

Confirming our discussions, we are pleased to extend to you a formal offer of employment at Institutional Shareholder Services India Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of **JUNIOR ANALYST** for **DEVELOPMENT**.

For fiscal year 2023, your annual base salary will be **INR 1,199,219** paid in monthly installments, pro-rated from your date of hire through the end of the fiscal year. Your monthly base salary will be one-twelfth of your annualized amount and will be paid in INR.

You may be eligible to receive an annual discretionary bonus. Any bonus would be at ISS' sole discretion, would generally be contingent on both individual and Company performance and would also be pro-rated from the date you commence employment. Any bonus would only be earned if you remain employed through, and do not give notice of termination of your employment prior to, the date of payment of the bonus. All payments are subject to applicable withholdings and deductions.

For the fiscal year 2023, your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	599,610	INR p.a.
B. Housing Allowance (includes optional Leave Travel Allowance)	539,010	INR p.a.
C. Other Allowance	34,200	INR p.a.
D. Meal Allowance	26,400	INR p.a.
<u>E. Base Salary</u>	1,199,219	INR p.a.
F. Firm's contribution to Provident Fund	71,953	INR p.a.
G. Gratuity accrual (Defined Benefit)	28,827	INR p.a.
<u>Cost to Company</u>	1,300,000	INR p.a.

INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, Nesco IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai – 400063

ISSGOVERNANCE.COM

28th July 2022
Aamir Ansari

Your Basic salary is calculated as 1/2 of your Base salary. Housing Allowance is calculated as Base salary minus the sum of Basic salary, Meal allowance and Other Allowance. All components of base salary will be paid in monthly installments. Your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of ISS's 2023 fiscal year.

As mentioned above, consistent with the Firm's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as ISS restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Firm's compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the vesting dates of the award.

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Medical claim program, subject to a total annual limit of Rs.600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of ISS, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines).

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to [Annexure I](#) for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the ISS Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. A copy of Code of Conduct is enclosed herewith. In addition you will



28th July 2022
Aamir Ansari

be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the ISS Legal and Compliance Department.

Data privacy

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.

Probation and other Contingencies

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice. The Company shall have the option to terminate your services by paying you fourteen days of base salary in lieu of notice. In the event that you do not serve the required notice period of fourteen days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' written notice. The Firm shall have the option to terminate your services by paying you 60 days base salary in lieu of notice. In the event that you do not serve the required notice period of 60 days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. The Firm reserves the right to change the abovementioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

Additional steps

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.

28th July 2022
Aamir Ansari



- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India.

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

Sincerely,
For and behalf of Institutional Shareholder Services India Private Limited



BhagyaJyoti Shetty
Associate Vice President
Recruitment, Human Resources - Asia Pacific

28th July 2022
Aamir Ansari

I hereby accept employment on the terms and conditions stated above.

Aamir Ansari

Date: 28th July 2022

Subject to the agreement of the Firm, my proposed start date is: 5th July 2023

07 May 2023

Ms. Nidhi Vishwanath Bangera
1/102,N.G Vihar Shastri nagar, Thane, 400606

Your appointment as Senior Analyst in Technology Consulting

Dear Nidhi,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Senior Analyst** in Band **6**.

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 5,50,000 per annum (Rupees Five Lakh Fifty Thousand Only)** only). A typical break up is provided as an Illustration in Annexure A to this Agreement.
- b. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.
- c. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

3. Date of joining

As agreed, you shall join the services of the Firm on **24 July 2023**.

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be Mumbai - Dadar (Ruby). However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

- a. Either party may terminate the employment by giving a mandatory minimum of 3 months' notice to the other party, (also applicable during probation period) The Firm may, at its discretion, with or without conditions, agree to waive off the 3 months' notice period requirement, either wholly or partly.
- b. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Code of Conduct and Policies

- a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Firm.
- b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.
- c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

9. Confidentiality

- a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.



- b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.
- c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.
- d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.
- e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms, that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.



- f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

10. Non- Compete

- a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.
- b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.
- c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.
- d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.
- e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

11. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

- a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:
 - is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
 - result from or is suggested by any work which you may do for the Firm
 - are otherwise made through the use of Firm's time, facilities or materials.
- b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.



- c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

12. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

13. Miscellaneous

- a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up
Annexure B - Relocation letter

- b. **Additional Documents**: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.
- c. **Supersedes previous agreement**: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.
- d. **Severability**: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.
- e. **Conditions precedent**: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.



Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)	
(A) Salary Components	5,19,600	
Basic Salary:	2,53,200	
House Rent Allowance:	1,26,600	
Special Allowance:	22,200	
Conveyance Allowance:	1,17,600	
(B) Other Perquisites	30,400	
Firm's Contribution to Provident Fund:	30,384	
Year End Ex-Gratia	16	
(C) Annual Fixed Compensation (A+B)	5,50,000	
(D) Other Benefits	32,173	
Gratuity (accrual)	12,173	
Firm's contribution towards Medical insurance	20,000	
(E) Total Compensation (C+D)	5,82,173	
(F) Annual performance bonus (earning potential)	Min. 0%	Max. 12%
	0	66,000
Annual total earning potential (E+F)	5,82,173	6,48,173



Please note that Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN already, then please apply for the same at the earliest.

1. House Rent Allowance (HRA): This will be 50% of your basic salary.
2. Special Allowance: Special Allowance will be in the range of 0% to 10% of the annual fixed compensation.
3. Conveyance Allowance: Conveyance allowance will be the balancing figure in your compensation structure.
4. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are an active member of PF, it will be mandatory for you to opt for the same. If not opted for, conveyance allowance will be adjusted accordingly.
5. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
6. You will be eligible for medical insurance coverage for self, spouse, two children and parents/parents in-law up to INR 3 lac per annum, subject to your declaration as per the policy. Additionally, you, spouse and two children will be covered for critical illness cover of INR 10 lacs.
7. In the unfortunate case of death of an employee, the Firm extends financial support to the family up to three times of the last drawn annual CTC of the deceased employee. The minimum amount for this financial support will be INR 25,00,000.

Please note that all the benefits/coverage mentioned above are governed by the Firm's policies and/or statutory law, as applicable.

**Annexure B
Relocation Letter**

07 May 2023

**Nidhi Vishwanath Bangera
1/102,N.G Vihar Shastri nagar, Thane, 400606**

Dear Nidhi,

Sub: Relocation benefits

In addition to the terms and conditions mentioned in the appointment letter, you are also eligible for reimbursement of relocation expenses per below mentioned details.

Your relocation expense entitlement is **INR 45,833/- (Rupees Forty Five Thousand Eight Hundred and Thirty Three Only)**. If any relocation expense paid/ incurred, exceeds the relocation eligibility limit, the same shall be recoverable from the employee.

Employee Self-Travel	<ul style="list-style-type: none"> • One-way trip (Air Travel/ Train Travel) between current location and new location for self. • A maximum of two one-way cab fare for airport transfers. For the purpose of reimbursement, GST registered metered/ App based cabs only will be considered. • In case, you choose to undertake a road trip, the cost of the road trip should be less than one AC first class rail fare between the two locations. Mileage rates applicable in case of use of own car (only one car permitted) will be INR 10 per km. The cost per km is inclusive of any other cost such as toll/fuel etc. Shortest route shall be taken as per google map for considering the KM distance
<u>Accommodation</u>	<ul style="list-style-type: none"> • Accommodation should be booked by respective individual for maximum of 10 room nights' stay at guest house or hotel based on eligibility as per the firm's Travel policy. • Expenses incurred on food, laundry, newspaper etc. during the stay at guest house or hotel will not be reimbursable. • Payment should be made only via credit card, online banking, wallet etc.

Air/Train bookings must be done only through the firm's Travel Desk. EY Relocation assistance team will contact you two weeks prior to your joining date to facilitate transition.

In the event of you deciding to leave before completion of 1 year with the firm, the amount reimbursed hereunder will be recovered in full. For the purposes of this clause, the duration will

Date: 13-Oct-2022

Saurabh Rajendra Borawake
RM-72/6, Sankalp Housing Group,
Bajaj Nagar, Waluj MIDC,
Aurangabad - 431136.

Offer Letter

Dear **Saurabh Rajendra**,

Congratulations!

This is with reference to your interview process; we are pleased to offer you the position of a **Associate Software Engineer** with Indus Valley Partners (India) Private Limited. Please consider this letter as a full time employment letter/appointment letter from date of joining.

You shall report for work on: **05-Jul-2023**

Your Cost to Company (CTC) would be of **INR 750000/- (Seven Lakh Fifty Thousand only)** per annum plus Deferred Cash Opportunity and Non Encashable Benefits. The salary is structured in a tax efficient basis and includes PF, HRA and other benefits as applicable. The details of compensation are given in the Annual Earning Opportunity Annexure.

During your employment with Indus Valley Partners (India) Private Limited, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Indus Valley Partners (India) Private Limited any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Indus Valley Partners (India) Private Limited or any of our existing or prospective clients. You also agree to not solicit employment with the IVP's direct clients or client's group/associate companies/firms until at least one year after leaving the firm.

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

If you have any questions about this offer letter, please contact us immediately so that we must review specific terms together.

You will be entitled to leaves as per the policy of the Company. We look forward to your joining!

You are requested to report at **12:00 PM** on the date of joining along with the following documents in original and their self-attested copies, wherever applicable:

- Updated Resume
- Certificates in support of your age, qualifications
- Last employer relieving letter and experience certificate
- IVP offer letter along with the salary break up offered
- Passport
- Permanent Account Number (PAN) Card (mandatory)
- 3 Passport size photographs
- Adhaar Card

Note: This offer of employment is subject to successful completion of the IVP background check process.

Welcome to the IVP family!

Best Regards,



MD, HR & Compliance

I accept the employment along with all the Terms and Conditions.



Electronically signed by: Saurabh Borawake
Reason: I have read the agreement and
approved it.
Date: Oct 22, 2022 13:34 GMT+5.5

Signature of Employee

Saurabh Rajendra Borawake

Date of acceptance:

TERMS AND CONDITIONS OF EMPLOYMENT (ANNEXURE - A)

A) GENERAL

1. Employee confirms that all the testimonials made and information provided by Employee is correct:
2. Employee further confirms that Employee is free from any contractual restrictions preventing Employee from accepting this offer or starting work on immediately on acceptance of offer of employment and there is no impediment upon Employee from joining the Company as full time employee:
3. Employee shall disclose on Employee own behalf and, if married, on Employee spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; and involvement in other positions external to the Company and Employee employment in the Company is subject to acceptance by the Company of those external interests of Employee or Employee spouse.
4. If Employee commits any breach any of the aforesaid conditions, this offer shall be revoked automatically (whether Employee have accepted it or not) and, if Employee have already commenced employment with the company, such employment will automatically terminate without giving Employee any claim for compensation or damages, but without prejudice to the Company's rights and remedies against Employee.
5. Employee performance will be evaluated according to Employee efficiency, punctuality, conduct, maintenance of discipline and in accordance with the policy of the Company.

B) PLACE OF POSTING

6. Employee's initial place of posting shall be at **Mumbai** India. However, Employee services are transferable and Employee may be assigned transferred in India or outside India to serve the Company or any of the group companies. Employee may also be seconded, deputed or transferred to any other company associated to the Company whether in India or aboard. The transfer will not deem to constitute a change in Employee conditions of service.

C) PERFORMANCE OF DUTIES

7. Employee shall be assigned with all the duties and responsibilities of a **Associate Software Engineer** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
8. Employee shall, at all times, be required to carry out the duties and responsibilities assigned to Employee by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of his ability to protect and promote the interest of the Company.

9. Employee shall not, during the term of his/her employment, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests. Employee shall use the office of the Company only for rendering such services for which Employee has been appointed.

D) COMPENSATION

10. As compensation for services to be rendered by Employee to the Company,
Employee shall be paid as per Annexure B.

E) CONFIDENTIALITY

11. The employee undertakes to sign and execute separate agreement of Non-Disclosure, Non-Solicitation and Non-Compete agreement which shall form part and parcel of terms and conditions of employment.

F) TERMINATION OF EMPLOYMENT AND RESIGNATION

12. The Company may terminate Employee services by giving one months' notice during the first six months of employment, at any point of time, without assigning any reason. Instead of notice, the Company may give one month's pay in lieu thereof. Similarly, employee can also resign by giving one months' notice during the first six months. After completion of six months, the Company may terminate Employee service by giving ninety days' notice at any point of time without assigning any reason. Instead of notice, the Company may give ninety days' pay in lieu thereof. Similarly, employee can resign from the services of the Company by giving ninety days' notice after completion of six months.

13. If Employee resigns the company within two years from the date of joining then needs to pay back Rs. 1,00,000/- in lieu of initial training cost incurred by the company.

14. Upon termination/resignation of Employee from employment with the Company for any reason, Employee shall promptly return to the Company all the properties provided by the company to Employee for performance of duties which includes laptop, computer or any other device etc, keys, credit cards, passes, confidential documents or material, all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business of the company or its subsidiaries or associates or client. The company reserves the right not to relieve Employee in the event that all the Company's documents/property/Confidential Information in Employee custody have not been properly handed over by Employee to an authorized representative of the Company.

G) OTHER CONDITIONS

15. Employee will be bound by the code of conduct of the Company and all others rules, regulations, instructions policies and orders issued by the Company from time to time, in relation to Employee conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these code of conduct, rules, regulations, instructions, polices etc. were part of this Agreement.

16. The company has right to send Employee to further training in India and abroad at the expense of the Company. Employee shall report back to the company at the place of posting where the company post Employee after completion of training and further undertake to serve the company for minimum period of two years after completion of the training. In case Employee is removed from job during the period of these two years or Employee leave the job on his/her own, Employee shall reimburse to the company the amount spent by company on such training. Company may call upon Employee to sign a separate agreement for indemnifying the company of the amount spent by company on such training and Employee shall also provide a surety to the satisfaction of company to ensure payment of such amount. As and when such agreement is signed by Employee, the same would become part and parcel of this employment conditions.

17. Any dispute between the parties shall be decided by arbitration which shall be held in Delhi. Employee authorizes the Company to appoint single arbitrator to decide any dispute arising out of this agreement between the parties.

18. The court at Delhi shall have exclusive jurisdiction and the applicable law shall be Indian Law.

For and on behalf of M/S Indus Valley (India) Pvt. Ltd.

Authorized Signatory



MD, HR & Compliance



Electronically signed by: Saurabh Borawake
Reason: I have read the agreement and
approved it.
Date: Oct 22, 2022 13:34 GMT+5.5

Signature of Employee

Saurabh Rajendra Borawake

Date and Place:

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

This Agreement is made on this day of **05-Jul-2023**, between **Indus Valley Partners (India) Pvt. Ltd.** (herein after referred to as “Employer which shall include its associates, subsidiary or any sister concern”) whose registered office is Unit No. 702, Skylark Building, Nehru Place, New Delhi-110019 and principal place of business is B-13, SDF Block, Noida Special Economic Zone, Noida (UP) and **Saurabh Rajendra Borawake** currently residing at “RM-72/6, Sankalp Housing Group, Bajaj Nagar, Waluj MIDC, Aurangabad - 431136.” (Hereinafter referred to as “Employee”).

WHEREAS, Employer is in the business of providing and selling computer software systems and performing software consulting and systems design, development and implementation services (the “Business”)

AND WHEREAS, Employer values the Employee’s services, and desires to retain the services of the Employee, and the Employee wishes to be employed by Indus Valley Partners

AND WHEREAS the Employee has access to the Employer’s business & trade secrets, confidential & proprietary information and Employer’s customer information.

AND WHEREAS the employee may/has also obtain/obtained special training through training and during course of employment which were special, unique and extra ordinary

AND WHEREAS the Employer has right to protect its business interests and it would be to the detriment of Employer’s business interest if the Employee were to become associated in any way with a competitor of Employer or to disclose confidential & proprietary information of Employer or its clients, associates etc

That it is necessary that this agreement is entered into by the Employer and the Employee to put limited restrictions on the Employee without restricting his right to earn his livelihood in any legitimate Employment so also to protect the business interests of the Employer. Therefore, the restrictions are placed for a temporary period on his right to associate in any way with competitor of Employer. **The restrictions are limited to the territory of North America, U.K and India.**

NOW, THEREFORE, in consideration of employment by Employer of the Employee, and the compensation to be paid by Employer to the Employee now and hereafter, Employer and Employee agree as follows:

1. Not an Employment Agreement

This agreement is not an Employment Agreement. This Agreement shall not create any right to continued employment of the Employee for Employer for any specific term. Employee’s employment by Employer shall be at will, and may be terminated by either party at any time in terms of letter of appointment.

2. Confidential and Proprietary Information

Employee understands that “Confidential & Proprietary Information” (hereinafter referred to a Confidential Information) means any and all Information and knowledge regarding the Business which the Employee assimilates or to which the Employee has access during his or her employment with Employer including, but not limited, to Employer proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, clients lists and clients (including, but not limited to, clients of Employer on whom Employee calls or with whom Employee becomes acquainted during the term of his or her employment), prospective clients as identified from time to time in the records of Employer, client information books and records of Employer, corporate relationships, suppliers markets, computer software computer software development, inventions,. Processes, formulas, technology, designs, drawing, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding marketing, costs, pricing, finances, financial models and projections, billings or other similar business information. Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee. Employee further agrees that all confidential information shall at all times remain the property of Employer and employee is duty bound to protect its integrity and confidentiality. The employee further undertake that he or she understand the information includes all the information stored in form of data/information in the hard disk or removable discs in any computer or in printed shape or in any other form whatsoever. The employee undertake that the employee shall not carry with it unless to be used for the business of the employer or shall communicate to himself or any other persons who so ever through email or in any other mode of communication physically or technologically.

3. Acknowledgment of Confidentiality

Employee hereby acknowledges that he has access to the confidential information during the course of his employment and has also/would acquire special skills and knowledge which is unique during the course of employment and the training during the employment of Employer.

4. Former Employer Information

Employee represents and warrants that the execution of this Agreement and performance of the Employee’s obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement with any other person or entity of which the Employee is a party or by which the Employee is bound. Furthermore, Employee agrees that he or she will not, during his or her employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former Employer or other person or entity with which Employee has an agreement or duty to keep in confidence and that Employee will not bring onto the premises of Employer any

unpublished document or proprietary information belonging to any such Employer, person or entity unless consented to in writing by such Employer, person or entity.

5. Third Party Information

Employee recognizes that Employer has received and in the future will receive from third parties their confidential information subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his or her work for Employer, consistent with Employer's agreement with such third party. The Employee agrees to execute further agreement (s) in respect of the information of the third party where the employee is deputed or otherwise become associated during the course of the employment of the Employer.

6. Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with Employer. The records will be in form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

7. Agreement not to Disclose

a) Employee agrees that at all times during the term of his or her employment and thereafter to hold in strict confidence, and not to use, except for the benefit of Employer, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Employer or its Chief Executive Officer, any Confidential Information of Employer.

b) Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/ she shall not use, commercialize or disclose except under terms of employment of Employer, any Confidential Information to any person or entity, or else under provision governed by this memorandum except as Employer may approve in writing.

c) Even upon assignment of the all inventions etc to Employer as stated in the agreement, employee undertakes to use at least the same degree of care in safeguarding the Confidential Information as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential information from unauthorized or inadvertent disclosure.

8. Inventions Retained and Licensed

Employee has attached hereto as **Exhibit A** is a list describing

(a) All inventions, original works of authorship, developments, improvements, and trade secrets which were made by him or her prior to his or her employment with Employer II) which belong to him or her, and

(b) Which relate to Employer's proposed business, products or services (collectively referred to as "Prior Inventions"). The Prior Inventions are not being assigned to Employer hereunder.

(c) If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of his or her employment with Employer, Employee incorporates into a Company product, process or machine a prior Invention owned by him or her or in

(d) which Employee has an interest, Employer is hereby granted and shall have a non exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

9. Assignment of Inventions

Employee agrees to promptly make full written disclosure to Employer and will hold in trust for the sole right and benefit of Employer and Employee hereby assigns to Employer, or its designee, all Employee's right, title and interest in and to any and all inventions, original works of authorship, development, concepts, Employer improvements or trade secrets of whatever nature and whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by Employer (collectively referred to as "Inventions") and Employee further agrees that Employer the foregoing shall also apply to Inventions which relate to the business of Employer or to Employer's anticipated business as of the end of Employee's employment and which were conceived or developed during Employee's employment with Employer and reduced to practice during a period of one year after the termination of Employee's employment.

10. Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer expense, in every proper way to secure Employer's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

11. Solicitation of Employees.

During the Employee's employment with Employer and for a period of three (3) years following the termination of his or her employment with Employer, for any reason, Employee agrees to refrain from and will not, directly or indirectly, as an independent contractor, employee,

consultant, agent, partner, joint venture or otherwise solicit or take away, or attempt to solicit or take away employees of Employer, either for Employee's own business or for any other person or entity.

12. Covenants Against Competition

EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION MAY AFFECT HIS OR HER RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT WITH EMPLOYER.

(a) As a material inducement for Employer to employ Employee, and in order to protect Employer's Confidential Information and good will and business, Employee agrees that during the time the Employee is employed by Employer and for a period of twelve (12) months after termination of Employee's employment with Employer, for any reason, Employee shall not, directly or indirectly solicit or accept business from or provide services to or accept employment with or seek remuneration from any of the clients or customers of Employer or any entity under common control of any client or customer of Employer. For purposes of this Agreement, a client or customer of Employer shall be defined as any person, firm, partnership, company, corporation or other entity with or to whom Employer (i) sold goods or services (ii) had submitted a written proposal for a specific requirement, or (iii) had work in progress, as of the date of Employee's termination of employment or during the eighteen (18) months prior to the termination of employment of Employee.

(b) An employee shall not, directly or indirectly render services as an employee, consultant or otherwise, to or assist with the creation of any Competing Organization during the time the employee is employed by Employer and for a period of 3 months after termination of employment with Employer for any reason. A "Competing Organization" means any person or organization, including Employee which (i) is engaged in, or about to become engaged in, in design, development, integration, implementation, sale, marketing or distribution of software applications which are identical or substantially similar to any product provided by Employer in existence or under development during the time of Employee's employment with Employer or (ii) is engaged in, or about to

(c) Become engaged in, the provision of software consulting of design/development services which are identical to or substantially similar to the services provided by or procedures and methodologies used by or planned to be used by Employer during the Employee's employment with Employer. As of the date of this Agreement, Competing Organizations include, but are not limited to, Infosys, Wipro, HCL Technology, Sapient, Deutsche Software Ltd., Patni, Satyam, Cimpres & Accenture. Employee acknowledges and understands that the foregoing list of Competing Organizations may change from time to time and that such list is not exhaustive.

(d) Employee agrees that the restrictions at (a) and (b) above set forth in this are fair and reasonable and are reasonably required for the protection of the business interests of Employer. However, should an arbitrator or court nonetheless determine at a later date that such restrictions are unreasonable in light of the circumstances as they then exist, then Employee agrees that this (a) and (b) shall be construed in such a manner as to impose on

Employee such restrictions as may then be reasonable and sufficient to assure Employer of the intended benefits of this Section.

(e) The time period during which the Employee is prohibited from engaging in certain business practices pursuant to above Section (a) to (c) shall be extended by any length of time during which the Employee is in breach of such covenants.

(f) That the employee understand that he is full time employee of the employer. In view of the same during the term of employee's employment with Employer, Employee will not engage in any other employment, occupation, consulting or any other business activity whether related to the business in which Employer is now involved or becomes involved during the term of his or her employment, nor will Employee engage in any other activity whether it conflict with Employee's obligation to Employer or not.

ARBITRATION AND EQUITABLE RELIEF

13. Arbitration

Employee agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Delhi, in accordance with Indian Arbitration & conciliation Act 1996 or any modification or re-enactment thereof before a single arbitrator who shall have experience in the area of the mater in dispute. The arbitrator may grant relief in the nature of injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Employer and Employee shall each pay one half of the costs and expenses of such arbitration, and each of them shall separately pay their own counsel fees and expenses and other cost of the arbitration.

14. Equitable Remedies

Employee agrees that it would be impossible or inadequate to measure and calculate Employer's damages from any breach of the covenants set forth in herein above. Accordingly, at the sole discretion of Employer, Employee agrees that if Employee breaches any of such Sections, Employer will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement and, if it prevails in such a proceeding, the right to recover from Employee the costs and expenses thereof, including reasonable attorneys' fees.

15. Miscellaneous Provisions

Employee Agrees that

- a. That he/she will not indulge in Insider trading and will not deal/trade in the securities of the Client. Employee will not exploit his/her position for personal gain and will comply with all applicable securities laws
- b. That he/she will not misappropriate information of the client.
- c. That he/she will not steal information/knowledge that is received as part of the services provided to client or utilize the client information for personal purposes)
- d. Confidentiality of Client information: Employee will not discuss confidential information of client in public places or with any other employee of the Company and will share client information only with other employees who need to know and who are required to have the information to perform their duties.
- e. Employee will not leave information of/related to the client unattended.
- f. Employee will always work with utmost faith and act with integrity while doing his/her duties.
- g. If the employee comes to know that any activity of a colleague is in contravention of these employee obligations, he/she will report the matter to higher authority.

GENERAL PROVISIONS.

16. Governing Law and Jurisdiction

Any dispute arising out of this agreement shall be tried in jurisdiction of competent court and the law of the competent court where action is brought shall be the governing law of this Agreement.

Entire Agreement

The Agreement sets forth the entire agreement and understanding between Employer and Employee relating to the subject herein and merges all prior discussions with respect hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the parties to this agreement. Any subsequent change or changes in Employee's duties, salary, compensation or status due to promotion or restructuring or reallocation's to an associate, subsidiary or parent company in India or abroad will not affect the validity or scope of this Agreement.

17. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves

the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect Employer's interests and rights.

18. Competent Authority

The competent authority to sign any waiver, permission or change in the terms of the agreement shall be Chief Executive Officer or Board of Directors of the Employer or any other person duly authorized by such Chief Executive Officer or Board of Directors.

19. Successors and Assigns

This agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of EMPLOYER, its successors and assigns.

20. Waiver of Breach

The waiver by Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver by Employer of any subsequent breach of the Employee.

21. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually sent by Register post.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For and on behalf of INDUS VALLEY PARTNERS (INDIA) PVT. LTD.

Authorized Signatory



MD, HR & Compliance



Electronically signed by: Saurabh Borawake
Reason: I have read the agreement and approved it.
Date: Oct 22, 2022 13:34 GMT+5.5

Signature of Employee

Saurabh Rajendra Borawake

Witnesses :

- 1.
- 2.

Annual Earning Opportunity		7,78,722
Basic	1,80,000	
HRA	1,99,295	
Mediclaime	5,964	
Miscellaneous Allowance*	3,29,341	
Employer's Contribution to PF	21,600	
Statutory Bonus	13,800	
Cost to Company	750000	
Deferred Cash Opportunity	28,722	
Retention Bonus	20,068	
Gratuity	8,654	
Non Encashable benefits	78,579	
Transport & Meals	73,800	
Term Insurance	4,779	
*Miscellaneous Allowance consists of following components.		
Component		Max Limit
Telephone Allowance & Internet Re-imburements		24,000
Book & Periodicals Re-imburements		24,000
Car Fuel Allowance		28,800
Meal Coupons		26,400
Hostel Allowance		7,200
Children Education Allowance		2,400
Gadget Allowance		1,00,000
Leave Travel Allowance		48,000
National Pension Scheme		10% of basic
Hostel Allowance: This allowance is permissible for hostel expenditure of maximum of two children of Rs. 3,600 each per annum		
Gadget Allowance: Can be claimed by the employees for purchase of any gadget for e.g.- Laptop, Mobile phone, ipad etc used for official purpose and only 10% of gadget value would be taxable as perks in their salary.		
Car Fuel Allowance: Can be claimed by an employee for expenditure on fuel for travelling to office for car owned by him. Applicable only to those employees who are not availing cab facility.		
Retention Bonus: is payable on completion of 3 years, 5 years & every consecutive 3 years with the organization. This is paid as per company policy. Approximate / indicative figures and actuals may vary from individual to individual.		
Non Encashable Benefits: Includes valuation arrived at for benefits like free meals and subsidised transport & premium paid for term insurance. These are approximate projected values and are not included in the Cost to Company(CTC)amount. Transport is provided only within the range of 50kms from IVP office.		
Gratuity: is payable only on completion of at least 5 years with the organization. Approximate / indicative figures and actuals may vary from individual to individual.		
Term Insurance: Every full time employee with IVP is now insured for 10 times their CTC with a maximum limit of 2 crore.		
NPS: is a benefit provided wherein you can save tax 10% of the basic salary. You can choose to contribute 10% of your basic salary towards NPS.		
Terms and conditions are subject to change at the discretion of the management		



WTW Global Delivery and Solutions India Private Limited

OFFER OF EMPLOYMENT



PRIVATE AND CONFIDENTIAL

5 December 2022

Ms. Bhavika Bulani
A-702, Gini Plaza, Plot no D-13,
Sector 6,
New Panvel (East),
Navi Mumbai - 410206, India

Dear **Bhavika**

We are delighted to offer You a role with **WTW Global Delivery and Solutions India Private Limited**, a Willis Towers Watson group company and enclose the terms of our Offer of Employment, following our assessment of Your skills and capabilities. We look forward to You joining us at Willis Towers Watson.

Your Terms and Conditions of Employment are set out below. If You are currently in employment we would advise You that, it is Company policy that we expect You to observe all duties and obligations owed to Your previous and current employers and other third parties under contracts of employment and/or other agreements. In particular, the Company does not condone the removal, copying or retaining of confidential information of any former employer and any such conduct may result in disciplinary action or any potential litigation. The Company will also expect You to observe any valid restrictive covenants applicable to You under contracts of employment and/or other agreements with Your previous and current employers and other third parties, whilst they remain in effect. If You have any concerns or doubts as to Your obligations, You should seek legal advice.

TERMS AND CONDITIONS OF EMPLOYMENT

These Terms and Conditions and the provisions of the Human Resources Policies including the Global Policies of Willis Towers Watson which are available on the Company's intranet and expressed to be contractual in effect, shall form part of this offer of employment and together constitute Your agreement of employment ("**Agreement**"). There are no collective agreements affecting Your employment.

This Agreement is between **WTW GLOBAL DELIVERY AND SOLUTIONS INDIA PRIVATE LIMITED**, ("**the Company**", "**Willis Towers Watson**", "**We**", "**Us**", "**Our**") of Plant No. 6, Godrej & Boyce Manufacturing Company compound, Pirojshanagar, L.B.S Marg, Vikhroli (West), Mumbai 400079 India and **Bhavika Bulani** ("**You**"; "**Your**") S/o / D/o. **Deepak Basant Bulani, A-702, Gini Plaza, Plot no D-13, Sector 6, New Panvel (East), Navi Mumbai - 410206, India.**

TITLE AND DUTIES

Your position with Willis Towers Watson will be at Career Level **83** with the corporate job title of **Trainee**. You agree that You will perform such additional or alternative duties or roles for the Company or the Group, as the Company may, for operational reasons, reasonably require and for as long as the Company may require. You agree that the Company reserves the right to vary Your Job Title and Duties from time to time at its absolute discretion.

WTW Global Delivery and Solutions India Private Limited

Formerly known as Willis Processing Services (India) Private Limited
Corporate Identity Number: U72300MH1992PTC066724

Registered Office: Plant No. 6, Godrej & Boyce Mfg. Co. Compound, Pirojshanagar, L.B.S Marg, Vikhroli (West), Mumbai, Maharashtra 400079 India. T: + 91 22 2519 2000, +91 22 66422000

Thane - Office: iThink Techno Campus, 7th Floor, A&B Wing, Off Pokhran Road No. 2, Close to Eastern Express Highway, Thane (W), Maharashtra – 400 607, India. T + 91 22 6210 7000

website: www.wtwco.com

You further agree that the Company may, for business reasons, assign its rights and transfer or delegate its obligations as Your employer under this Agreement to any Group Company and You will execute all documents and do all things reasonably necessary for such assignment or transfer. In the event of such assignment or transfer, Your terms and conditions will be no less favourable than those set out in this Agreement.

It is furthermore specifically agreed and understood that You joined the Company based on Your proficiency in technical/professional skills and/or academic performance that You have declared to possess or have purported to have achieved, during the application process. If at a later date, any of the statements/particulars made or provided by You, either verbally or in writing including any representation made by You herein or otherwise, are found to be false, incorrect or misleading, the Company shall have the right to immediately terminate Your services without notice or payment in lieu of notice.

WORK LOCATION

Your initial place of work will be **i Think Techno Campus, 7th Floor, (Wing A & B), Off Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) - 400 607 India.** although you may also be required to work at other offices within the Willis Towers Watson group of companies ("the Group") or Client locations within and outside the Republic of India from time to time, in performance of Your duties. You may be transferred to work in any reasonable location within the Group. Your agreement to such a transfer will be sought unless, in the reasonable opinion of the Company, the transfer does not necessitate You having to move home address.

The Company shall also have the sole and undeniable right to transfer You locationally from one location to another based on the Company's requirements and You shall be obligated to accept the same unless the same results in an economic loss for You.

SALARY

Your salary for Employment with Willis Towers Watson is set out in Appendix 2. Salary is calculated annually and shall accrue at a daily rate. Your gross salary, less any income tax, statutory deductions or other mutually agreed/permitted deductions shall be paid monthly in arrears in 12 equal instalments, by credit transfer to Your bank account updated with Company records, in Indian Currency.[Salary is normally paid on or around the last calendar day of each month and salaries are normally reviewed in the first quarter of each financial year in accordance with the prevailing policies of Willis Towers Watson. Further, it does not follow that Your salary will increase following any performance review. In the event of any recommended increases, this will normally take effect from 1 April/October as per prevailing applicable policies].

START DATE OF EMPLOYMENT AND NOTICE

Your employment under this Agreement shall start from **03 July 2023**. No employment with a previous employer will count as a part of Your period of continuous employment with Willis Towers Watson.

The first 6 (six) months of Your employment shall be on probation ("Probationary Period") which the Company may extend at its own and sole discretion for up to two additional months. Your employment with the Company shall deem to be confirmed with effect from the confirmation due date (which is the date on which the first six months of Your employment with the Company is completed) unless the Company extends Your Probationary Period in writing. However, the Company reserves the right to inform You of Your Probationary Period extension within Your seventh working day from the original confirmation due date.

During the Probationary Period, either Willis Towers Watson or You may terminate this Employment Agreement without assigning any reason by giving the other one month's written notice or payment in lieu of notice (equivalent to Base Compensation excluding shift allowance and Company's statutory contributions). Post satisfactory completion of Your Probationary Period, either Willis Towers Watson or You may terminate this employment in accordance with the notice periods set out in the Termination provisions of this Agreement unless Your employment is terminated for gross misconduct.

In the event of a transfer to the Group Company, Your employment start date with the Company shall be reckoned for the period of continuous employment with Willis Towers Watson. For clarity and where applicable, Your Probationary Period shall commence from the start date and end as stated hereinabove irrespective of You being transferred or assigned to the Group Company. Further, the Group Company shall execute all reasonably necessary documents for transfer and will account the continuity of employment.

HOURS OF WORK

Your normal work hours will be 45 hours per week, including 30 minutes daily break and 9 hours per weekday unless otherwise advised for Business continuity. Please refer to the Human Resources policy for further details.

You agree that without the prior written approval from the management, You will not alter or change the shift timing or extend beyond shift timing and strictly follow the work timings.

PENSION AND BENEFITS

You are eligible for the compulsory Provident Fund Scheme and Pension Scheme governed by the Employees' Provident Fund Organisation from the start date and You shall be eligible for Gratuity in accordance with the applicable law. You will be automatically enrolled in the Pension and Benefits Plan when You join the Company unless exempted by the applicable law. For further details about the Pensions and Retirement Benefits or any other benefit arrangements You may be entitled to, please refer the Benefits Guide or related policies.

Other Benefits shall include and represent the Company's Contribution to Group Insurance Benefits as follows;

- Medclaim Cover for Self and Dependents (in accordance with prevailing Company's Annual Group Medclaim Policy and its terms & conditions)
- Personal Accident Cover for Self (in accordance with prevailing Company's Personal Accident Cover for Self-Policy and its terms & conditions)
- Life Cover (in accordance with prevailing Company's Annual Group Accident and Term Life Policy and its terms & conditions)
- Employee's Deposit Linked Insurance Coverage.

In the event of a transfer to the Group, Willis Towers Watson shall count Your start date or initial date of joining for the purpose of Gratuity, Probation, other employee benefits or purposes that You were otherwise eligible if You were on continuous employment. Notwithstanding to anything contrary, Your statutory remittances or contributions shall cease and start afresh as of the transfer effective date in accordance with the group entities statutory requirements.

LEAVE

Any leave taken is to be agreed in advance with Your line manager. Full details of the Willis Towers Watson leave policy and how to record Your leave and list of declared holidays are set out on the Company's intranet site. Please familiarise Yourself with this as soon as possible on joining.

ABSENCE DUE TO ILLNESS OR INJURY

The Company reserves its discretion, according to Your length of service and upon complete disclosure of illness or injury, the Company may consider providing You with additional sickness absence for a limited number of days. For clarity, any leave, payments, or provisions You receive in relation to this section do not in any way limit the right of Willis Towers Watson to terminate Your employment in accordance with the provisions of this Agreement. The Company will not, however, terminate Your employment solely to remove any eligibility which You may have.

Medical Examination: The Company reserves the right to require You at any time to submit Yourself for a medical examination by a doctor appointed by the Company at the Company's expense. [Kindly note: this includes pathological tests]. provided further that a refusal to submit to such tests or examination by Company appointed Doctor, by You shall be deemed to be an act of dereliction and misconduct and shall also immediately invalidate any further request for sickness-related absence. It will further trigger the right of the Company to terminate Your employment with the Company with immediate effect and without any notice or additional severance benefit except those statutorily mandated.

CONFIDENTIAL INFORMATION

During Your employment, You will have access to confidential information belonging to Willis Towers Watson, the Group, its clients and employees. You shall not (except in the proper course of Your duties) either during Your employment with Us or at any time after its termination (however arising) use or disclose to any person, company or other organisation whatsoever any Confidential Information. "**Confidential Information**" includes but is not limited to information concerning the Company's business, operations, products, markets, marketing strategies, research activities, trade secrets, technical know-how, product formulations or techniques, pricing policies, names or lists of employees, Clients or Prospective Clients and their insurance or commercial affairs or any other matters pertaining to them, any document marked "confidential" or "secret" or which the Company or any associated company may reasonably regard as confidential and revealed to You in the course of Your employment which has not come into the public domain.

INTELLECTUAL PROPERTY

Any inventions, published or unpublished written materials, or new developments, including copyright works that You (personally or in conjunction with others) write or conceive in the course of Your employment with Willis Towers Watson, which relates to Your work for Willis Towers Watson ("**Works**"), are the property of Willis Towers Watson.

To the extent permitted by law, You hereby irrevocably and unconditionally waive in favour of the Company, its licensees and successors in title, all current and future moral rights (or similar rights existing in any part of the world) which You may have with respect to any concepts, techniques, inventions, processes, or works of authorship developed or created by You during the course of performing Company work (collectively, the "**Work Product**") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made for hire.

Your salary already includes compensation for any such Works without prejudice to any statutory

rights You may have. You agree not to stake a claim in any such rights and will sign and deliver all papers, including patent applications, as may be necessary to vest appropriate title to such Work Product (including materials and inventions) in Willis Towers Watson.

YOUR SERVICE TO WILLIS TOWERS WATSON

Without the prior approval in writing from an authorised representative of Willis Towers Watson, You undertake not to do work on Your own behalf or on behalf of any other person or Company. You may not be in any way directly or indirectly engaged, concerned or interested in any other business, undertaking or occupation. You are not permitted to engage in any activity, which might interfere with the performance of Your duties or which may cause a conflict of any interest owed by You to the Company or any company in the Group. During Your employment You will:

1. Devote Your full-time attention and abilities to Your job duties;
2. Keep Willis Towers Watson properly and regularly informed about the Business of Willis Towers Watson and Your activities in that business;
3. Promote and protect the interests of Willis Towers Watson and the Group, always giving it the full benefit of Your knowledge, expertise and skill and not knowingly or deliberately do anything which is to its detriment including having any direct or indirect involvement in:
 - a. Any situation whereby work or business opportunities are or may be diverted away from Willis Towers Watson; or
 - b. discussions with any other employees of Willis Towers Watson, head-hunters or potential employers about leaving the employment of Willis Towers Watson as part of a team of more than one person to join a new employer; and
 - c. immediately notify Willis Towers Watson if You become aware of or involved in anything which adversely affects or may adversely affect the business, interests or reputation of Willis Towers Watson or the Group; and, in each case, You will cooperate with Willis Towers Watson in any investigation which it may decide to carry out.

RESTRICTIVE COVENANTS

Additional restrictive covenants applicable to Your employment are set out in Appendix 1.

ERRORS AND OMISSIONS

During and following termination of Your employment You agree to:

1. Provide Willis Towers Watson with full co-operation and assistance where necessary in relation to any work carried out by You during Your employment with Willis Towers Watson, including but not limited to:
 - a. providing information and a factual explanation of Your involvement in any matters which require Your co-operation and/or assistance;
 - b. meeting with Willis Towers Watson's counsel to answer questions regarding any claims brought by or against Willis Towers Watson: and
 - c. providing statements of evidence, affidavits and meeting in person with Willis Towers

Watson's counsel in order to be prepared for any evidence that You may be required to provide;

2. In respect of actual or potential errors and omissions, participate in deposition, arbitration and/or hearing preparation meetings with Willis Towers Watson's counsel as required and to provide testimony and to allow Willis Towers Watson's counsel to act as Your counsel during the aforementioned preparation meetings and any hearings (counsel fees and related expenses shall be borne by Willis Towers Watson; and additionally, to the extent necessary, You will make available other information, statements of evidence and affidavits to Willis Towers Watson's counsel as needed to be provided, however;
 - a) Willis Towers Watson agrees to provide advance notice to You at the earliest as possible regarding such assistance; and
 - b) if the claim does not settle or otherwise resolve, and if requested by Willis Towers Watson, by giving You no less than three weeks' notice of trial, You will give a trial and/or arbitration testimony, and You will meet with Willis Towers Watson's counsel for preparation for such testimony.

Willis Towers Watson will pay the reasonable costs incurred by You in participating in any deposition and/or hearing preparation meetings, providing the deposition and/or hearing testimony in the claim, and any trial and/or arbitration testimony and preparation are in accordance with Willis Towers Watson's expense management policy in force from time to time.

DATA PROTECTION

You acknowledge that Willis Towers Watson may collect, use, hold, access, and otherwise process Your personal information. Further information regarding personal information protection is contained in the Global Employee Personal Information Protection Notice set out on the Company's intranet site.

During Your employment, You may have access to personal information of others. You may only access personal information that is necessary for the performance of Your work duties. At all times, You must maintain the confidentiality of the personal information that You have access to and cannot share, disclose or otherwise transfer any personal information to any unauthorized third parties. You agree to comply with all relevant data protection policies, including the Global Privacy Policy.

DISCIPLINARY AND GRIEVANCE PROCEDURES

Willis Towers Watson disciplinary and grievance procedures are set out on the Company's intranet site.

DEDUCTIONS

You irrevocably authorise Us to deduct, from any monies that We owe or are due to pay to You, whether or not actually paid under these terms, any sums in lieu of regulatory and tax payments in line with the local laws, including overpayments that You owe to Us.

REGULATORY REQUIREMENTS

You are required to comply with all reasonable requests, training, instructions and regulations (whether statutory or otherwise) which apply to Your employment from time to time including any relevant requirements of the relevant regulator, including maintaining and demonstrating competence for Your role. It is Your responsibility to familiarise Yourself with all such regulations and

requirements as made available to You by the Company.

WILLIS TOWERS WATSON (COMPANY) POLICIES

The Company has several policies, directives and procedures (together "**Policies**"). These Policies are available to You on the Company's intranet site. You are required to familiarise Yourself and comply with all Company Policies, Directives, Guidelines and Procedures as established and amended from time to time. These policies and directives are critical to the successful operation of the Company and failure to comply with any of them shall result in disciplinary action and may carry serious consequences, including termination of Your employment.

Misconduct: If at any time during your employment, any representation You have made is found to be misleading or untrue or You are found to be guilty of any act of conduct or misconduct or any breach or negligence in terms of this Agreement or dereliction of duties, disobedience of the instructions given to You from time to time, disorderly behaviour, offence, absenteeism, failure to comply with Company Policies, dishonesty or disloyalty (collectively referred to as "**Misconduct**") the management may, with or without any notice, determine Your employment with the Company, if proven. Misconduct will be dealt with the Company's Disciplinary Action Policy, under-performance or poor performance will be dealt with Company's Performance Improvement Programme and breach or negligence or dereliction of duties or disobedience of the instructions given to You from time to time shall be dealt under Consequence Management Policy

RETIREMENT AGE

The retirement age is fifty-eight (58) years. For the purpose of retirement age, the date of birth provided by You at the time of employment and so recorded by the Company shall be final.

TERMINATION OF EMPLOYMENT - [AFTER PROBATIONARY PERIOD]

After satisfactory completion of Your Probationary Period or upon Your confirmation, either Willis Towers Watson or You may terminate this Agreement, without assigning any reasons thereto, by giving written notice to the other side in accordance with the following notice period schedule below by taking into account of Your level of employment at the time written notice is given.

NOTICE PERIOD SCHEDULE

CAREER LEVEL	NOTICE PERIOD
Level 83 to Level 63	Two Months
Level 58 and above	Three Months

In the event, You do not attend work during Your Notice Period due to illness or accident or other exigencies, Company reserves the right to extend Your Notice Period for such period of absence or waive off the Notice Period and relieve You at its absolute discretion.

In the event You terminate this Agreement and do not serve the full notice period, You hereby agree to make a payment to the Company in accordance with the Liquidated Damages Schedule or Your base compensation for any balance notice period that has not been served by You, whichever is higher as Liquidated Damages.

For the avoidance of doubt, (i) You may utilize Your accrued leave(s) during the Notice Period as per Company policy, however, the Company may at its discretion extend your Notice Period by such utilized leave(s), (ii) Pay in lieu of Notice Period by You is at the sole discretion of Willis Towers Watson and shall be payable on the base compensation in favour of Company, (iii) You shall not be eligible and forever forego any claim for STI (Short Term Incentives), performance-related incentives or bonus once the written notice is given by You.

The Company shall not be obliged to provide You with work at any time after Notice of Termination is given to You or otherwise. The Company may, at its discretion, make a payment in lieu of Your Notice Period and/or require You to comply with such conditions as the Company may specify in relation to Your duties with respect to attending or staying away from the place of business, communicating with any clients, suppliers, Prospective Clients and/or employees of the Company.

On termination of Your employment for whatsoever reason, You must immediately return to the Company, all Company and the Group Company property in Your possession or control including, but not limited to, reports, documents, computer disks, working papers and any other information (in whatever form) received in the course of Your employment within 7 days of termination of this Agreement.

LIQUIDATED DAMAGES

In the event, You terminate this Agreement without serving the full Notice Period or in the event of any breach of this Agreement which results in immediate termination, You hereby agree and undertake to make a payment as per the Liquidated Damages Schedule considering the grade of employment at the time written Notice is given or at the time Your employment is terminated, along with applicable taxes in accordance with the local regulations, separately for each breach under this Agreement. Liquidated Damages are genuine pre-determined estimated of damages (not being a penalty) which will be caused to the Company should You breach any terms of this Agreement.

LIQUIDATED DAMAGES SCHEDULE

CAREER LEVEL	LIQUIDATED DAMAGES	NON-COMPETE
Level 83 to 78	INR 1,00,000/- (One Lakh Rupees only)	INR 1,50,000/- (One Lakh Fifty Thousand Rupees only)
Level 73 to 63	INR 2,00,000/- (Two Lakh Rupees only)	INR 3,00,000/- (Three Lakh Rupees only)
Level 58 to 48	INR 3,00,000/- (Three Lakh Rupees only)	INR 6,00,000/- (Six Lakh Rupees only)
Level 43 and above	INR 6,00,000/- (Rupees Six Lakh only)	INR 10,00,000/- (Ten Lakh Rupees Only)

NON-COMPETE

You hereby confirm and acknowledge that during employment with the Company you shall receive, be privy and have access to confidential information about the Company as well as its Clients. The Company is obligated to protect and confine the use of such confidential information and the Company will be irreparably damaged should such confidential information be obtained by its

Competitors or any third-party service providers. You hereby agree, acknowledge and confirm that **Aon plc** (Aon Corporation), **Marsh and McLennan** (MMC including Guy Carpenter, Mercer and Jardine Lloyd Thompson), **Arthur J. Gallagher & Co.** (AJ Gallagher), **Puma-Trafigura** (not limited to Puma Energy Processing Services LLP and Trafigura India Private Limited) along with its share holding companies, group companies, joint venture partners and those providing service to same are (together and separately), "Competitors".

You agree and undertake that during the course of Your employment and for a period of six (6) months after ceasing employment with the Company, You shall not, either alone or in concert with others, directly or indirectly, be employed by, act as an employee, advisor, partner, manager, investor, consultant, agent, officer, director, or independent contractor for, or otherwise be engaged with the Direct Competitors and in the event of breach, You agree and undertake to make a payment equivalent to the applicable predetermined Liquidated Damages as per the Liquidated Damages Schedule above.

You further agree and acknowledge that the Company shall without prejudice to its other rights, have the right to obtain suitable injunctive orders restraining You from taking up such work with the Direct Competitors, to ensure compliance with this condition.

You furthermore agree that the Company shall be entitled to notify Your next employer, partner, or any other person with whom You may be associated about the obligations contained herein and any breach by You of the same.

ENTIRE AGREEMENT

Save where otherwise stated to the contrary this Agreement contains the entire agreement and understanding between us and supersedes any previous contract of employment and/or statement of terms and conditions of employment between Us whether oral or written.

The Company reserves the right to make reasonable changes to any terms of Your employment and the Company Policies on the Company's intranet site, for example, to reflect changes in legislation, case law and normal working practices, and You agree to be bound by those amendments. You will be provided with notice of any substantial changes by letter or by internal e-mail; more minor or cosmetic changes will be notified to You through the HR pages on the Company's intranet site.

GOVERNING LAW AND JURISDICTION

This Agreement will be construed in accordance with the laws of the Republic of India and You and We irrevocably submit to the exclusive jurisdiction of the courts in Mumbai without having regard to the conflicts of law provisions thereof, if applicable. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

All claims, disputes, or questions of any nature, or difference whatsoever arises out of or in connection with Your employment or relating to the construction, meaning, scope, operation or effect of this Agreement or breach thereof (together "Dispute"), whether during or after the termination of this Agreement, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (Arbitration and Conciliation Act, 1996 as amended) and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be referred to a sole arbitrator who will be appointed by mutual consent by the parties hereto, the proceedings shall be held in Mumbai and the language used for the proceedings shall be in English.

MISCELLANEOUS

Conflict or Inconsistency: In the event of a conflict between the terms of this Agreement, terms of prior employment agreements and the Company Policies, the terms and conditions of this Agreement will prevail.

CONDITIONS OF OFFER

This offer of employment is conditional on You satisfying the following conditions:

Accuracy of Information: The information You provide to us about Yourself must be accurate and up-to-date. We will make enquiries either directly or by using a third party to make the necessary verifications. By accepting this Offer, You consent to Us making such enquiries either directly or via an authorised third party and to release of the necessary information for the sole purpose of verification.

Eligibility to Work in the Republic of India [For Foreign Nationals/Citizens]: That You are, and continue to be, legally entitled to work in the Republic of India and (prior to the commencement of Your employment), You providing the Company with documentary evidence of Your right to work in the Republic of India in compliance with the requirement of The Foreigners Act, 1946, related Immigration Rules/Orders of India including the Foreigners (Report to the police) Order, 2001. Please provide a copy of Your documentation confirming Your right to work in the Republic of India. (Supporting Documents List, is available under the General Information Section of the Onboarding Portal or You may refer the official immigration website of India or You may contact the Global Mobility Team for assistance). You should bring the original documents on Your first day of employment with Willis Towers Watson and You are required to submit a copy of such immigration-related documents with Willis Towers Watson for Our records and You agree to comply with the Social Security Laws of India and all other applicable laws of India. You will notify the company immediately if You cease to be entitled to work in the Republic of India at any time during Your employment and it shall be Your responsibility to ensure that You renew Your work permit well in advance.

References and Pre-Employment Background Investigations: Willis Towers Watson has engaged a third-party agent to collect and process certain personal information about You in order to conduct references and background checks in connection with Your application for employment. Willis Towers Watson must be satisfied with the investigations it carries out on the references, past-employment and education history You provide. In addition, it must be satisfied with its checks on criminal and police records and licensing checks, which includes those maintained by both public and private sector organisations to the fullest extent permitted by law. Willis Towers Watson will conduct the appropriate background checks either directly or via a third party and Willis Towers Watson may warrant to Clients that such checks have been conducted. Failure to clear any of the background verification checks shall lead to automatic termination of this Agreement.

Pre-Employment Health Assessment Questionnaire: Our occupational health provider may contact You with instructions to complete an online pre-employment health questionnaire. The purpose of the questionnaire is to see whether You have any health problems that could affect Your ability to undertake the duties of the role You have been offered or place You at any risk in the workplace. The results are confidential and are not shared with Willis Towers Watson, except to the extent to which Willis Towers Watson may need to recommend adjustments or assistance because of this assessment to enable You to perform the role You have been offered.

Campus Recruits [IF APPLICABLE]: If this offer of employment is subject to campus recruitment, You agree that this Offer of Employment stands automatically cancelled if You fail the examinations

that were considered under this Agreement on the date of the result being published by the university and You agree not to stake a claim of employment under this Agreement.

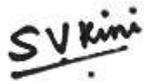
Additional Obligations: 'You shall hold a valid PAN card and Passport at all times during Your employment. PAN card number or copy needs to be submitted with HR no later than thirty (30) days from the date of this letter and non-submission of PAN shall attract higher tax deduction. Further, You agree to provide a clear legible copy of all Your previous employment records, educational qualification(s) records, valid government identity proof and valid address (temporary and permanent) proof on or before the date of joining.

Code of Conduct: All Willis Towers Watson employees are required to apply the highest ethical and professional standards to their work as reflected in the Company's Code of Conduct including any other Willis Towers Watson Policies. This Code clarifies rules You are expected to follow in performing Your job in accordance with a commitment to the principles of integrity, respect and professionalism.

This offer will remain valid for forty-eight hours from the receipt of this letter and non-acceptance shall automatically revoke this offer.

We look forward to You joining us soon and look forward to Your acceptance of the terms and conditions of employment

For **Willis Towers Watson**
WTW Global Delivery and Solutions India Private Limited



Sandhya Vinayak Kini
Director - Human Resources

Accepted and Agreed

Signature:  _____

Name: __Bhavika Bulani_____

Date: __08 December 2022_____

Appendix 1

Restrictive Covenant Clause

You acknowledge that whilst performing Your duties for the Company or for any company within the Group, You are trusted with information, knowledge, and know-how concerning the Business and operations conducted by the Company. You, therefore, agree the following obligations are reasonable and necessary to protect the legitimate business interests of the Company and/or other companies within the Group.

For a period of 12 months after You leave the Company's employment for whatever reason (voluntary or involuntary) less any period during which You are not required to attend for work pursuant to any agreed garden leave arrangements, You shall not without the prior written consent of the Company, whether on behalf of Yourself or any other person, firm or company in competition with the Company or the Group, directly or indirectly:

- i) solicit; or
- ii) seek to procure orders from; or
- iii) provide services to; or
- iv) transact or handle business or otherwise deal with; or
- v) approach, canvass or entice away from the Company or the Group; or
- vi) participate in client relationship management activities with respect to

the business of any Client (or additionally, in respect of sub-paragraphs i) and ii), a Prospective Client) of the Company or the Group with whom in the course of Your duties You or any person who reports directly or indirectly to You have had material dealings at any time during the 12 months prior to Your employment.

For a period of 12 months after You leave Willis Towers Watson's employment for whatever reason (voluntarily or involuntarily), You will not directly or indirectly encourage, solicit or induce any employee of the Company or the Group with whom You have worked in 24 months prior to the termination of Your employment, to leave his or her employment, where the departure is intended for the benefit of You or Your new employer or any other organisation carrying on a business in competition with the Company or the Group.

The Parties agree that the failure to comply with the covenants set forth in this clause and the Confidential Information clause of this Agreement cannot be reasonably or adequately compensated (as per the Liquidated Damages Schedule) in damages in an action at law and breach of these provisions will cause Willis Towers Watson irreparable harm. Therefore, in addition to the other remedies which may be available to it, in law or in equity, Willis Towers Watson shall be entitled to injunctive relief with respect to a breach of any of the covenants set forth in this clause and the Confidential Information clause of the Agreement.

If You breach any of the covenants set out in this clause, You agree to pay all costs (including legal fees) incurred by Willis Towers Watson in establishing that breach and in otherwise enforcing any of the covenants or provisions of this clause.

The Parties agree that, if any court or other competent authority finds a covenant set forth in this clause and the Confidential Information clause of the Agreement unenforceable with respect to scope or duration, the court or other authority may modify the covenant to make it enforceable to the

maximum extent permitted by law or the agreement shall be enforced with such modifications as required to be compliant with Applicable Law read into the Agreement.

Each part of this clause constitutes an entirely separate and independent restriction. If any part of this clause is held illegal, invalid or unenforceable, in whole or in part, it will not affect the validity of the remainder of this clause and any part held illegal, invalid or unenforceable will not be considered terminated, but will be amended to the extent necessary to make it valid and enforceable.

If any payments are due from You to the Company, including Liquidated Damages set out hereinabove, the same shall be recoverable by the Company even against Your legal heirs, legal representatives, successors, administrators and executors.

The failure of Willis Towers Watson to enforce any term of this clause or to require the performance of any provision hereof will not be considered a waiver of such term or of Willis Towers Watson's right to enforce the same or other terms of this clause.

For the purpose of this clause the following definitions shall apply:

"Business" means the business of a type carried on by the Company or by any other company in the Group at the date Your employment terminates.

"Company" means Your employing entity, any company in the Group and any predecessor and/or assigns thereof.

"Group" means the Company and any parent undertaking and/or associated undertaking of the Company.

"Client" means any person, firm, company or other organisation who or which as at the date Your employment terminates or at any time during the 12 months prior to that date:

- a. gives or is in the habit of giving instructions directly or through an Intermediary to the Company or any other company in the Group concerning the Business; or
- b. is supplied or is in the habit of being supplied directly by the Company or any company in the Group or indirectly through an Intermediary with services relating to the Business; or
- c. is an insured or reassured or an Intermediary having influence over the introduction or facilitation of securing of the Business with the Company or any other company in the Group; or
- d. were directly or indirectly solicited by You and/or to which You directly or indirectly provided services and/or directly or indirectly participated in any client relationship management activities.

"Intermediary" means any person, firm or company by or through or with whom or which the Business is introduced and/or facilitated on behalf of an insured or reassured whether or not such intermediary derives any financial benefit from the arrangement.

"Prospective Client" means any person, firm, company or other organisation engaged in substantive negotiations (which have not yet finally been concluded) with the Company or with any other company in the Group in the 12 month period up to the date Your employment terminates for the supply of services by the Company or any other company in the Group in relation to the Business and in which negotiations You were directly or indirectly involved.

Appendix 2

PRIVATE AND CONFIDENTIAL

Salary - Annual Compensation Details

Name: **Bhavika Bulani**

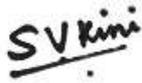
Title: **Trainee**

Career Level: **83**

Particulars	Annual (INR)
Basic	167306
House Rent Allowance	66923
Conveyance	19240
Festival Bonus	13932
Special Allowance	268687
Shift Allowance	0
Company's Contribution to Provident Fund	21600
Company's Contribution to ESIC	0
Base Compensation (A)	557688
Premium for Group Gratuity	8047
Premium for Group Medical Policy	24683
Premium for Group Personal Accident Policy	647
Premium for Group Life Insurance Policy	8935
Benefits and Gratuity Cost (B)	42312
Total Cost to Company (A+B)	600000

Your compensation shall be subject to statutory deductions under the prevailing law.

For WTW Global Delivery and Solutions India Private Limited



Sandhya Vinayak Kini
Director - Human Resources

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organizational resilience, motivate your workforce and maximize performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at [wtwco.com](https://www.wtwco.com).

Candidate Declaration

Candidate Name: Bhavika Bulani

Business Unit/ Team: Segment Technology

Designation offered: Trainee

Shift Timing offered [1]: 1:30 pm-10:30 pm

We would like you to read, understand and acknowledge the following:

Job Profile and Shift timing:

- i) I have read and understood the job description shared with me for the said role
- ii) I am in acceptance to the initial shift timings offered
- iii) I also understand that Willis Towers Waston (“Company”) reserves the right to transfer me to any other role, business group, location and can change my shift timings as per business requirement, at its sole discretion

Compensation and Benefits:

- i) I understand that the salary and benefits provided by the Company are as indicated in the draft offer
- ii) I understand that incentive/bonus and/or merit increase is subject to performance appraisal and payout criteria of the Company
- iii) I agree to keep the confidentiality of the offer made by the Company

Transport Boundaries:

- i) I am aware of the transport boundaries that the Company operates within
- ii) I understand that the nodal transport service offered by the Company is from fixed pick-up points
- iii) I understand that the focused transport service (i.e. home pickup/drop) is offered based on shift timings
- iv) I understand that unless I reside within transport boundary, I am not eligible for Transport Services during the term of my employment.

Background Verification:

- i) I understand that my employment with the Company is subject to clearing all the checks related to the Company’s Background Verification (BV) process and should meet the Company’s guidelines and standards
- ii) I also understand that I need to submit all the relevant documents requested by Human Resources (HR), for the purpose of employment, within 48 hours of receipt of this email
- iii) I understand that I need to furnish any additional/supporting documentation as required by the HR
- iv) I understand that I need to present originals of all mandatory documents on my date of joining
- v) Failure to submit any of the relevant documents requested by HR would result in my Letter of Intent being revoked

I, the undersigned hereby declare and state that all information submitted as part of my job application with Willis Towers Watson is true and accurate to the best of my knowledge. I understand that in the event of my information being found false or incorrect at any stage, my candidature/appointment shall be liable to cancellation/termination without notice. I state that I have clearly read and understood the above statements and or declarations. I further confirm that I shall always abide by the terms and conditions of the offer of employment with Willis Towers Watson.

Candidate Signature:  _____

Candidate Name: Bhavika Bulani

Date 08 December 2022

[1] Shift timings are currently managed with 8 hour window due to office space and transport constraints and shall be reversed to 9 hours when said constraints are resolved.

**Private & Confidential****18 February 2023****Mohd Ayub Choudhari**

Dear Mohd Ayub,

We are pleased to offer you employment in the position of Technical Analyst with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

Components	Amount (INR) p.a
A. Basic salary	427,500.00
B. Flexible Benefit Plan (FBP) **	522,500.00
C. Annual Gross Pay AGP (A+B)	950,000.00
D. Company's contribution to PF	51,300.00
Total Gross (C+D)	1,001,300.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 361,363.35** toward relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not

contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager A Prasanna Kumar (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H
Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

Date: 20-Oct-2022

Sakshi Suresh Gattani
402, B wing, Priyadarshini Bldg,
Bhave Compound, Shivaji Chowk,
Bhiwandi - 421308.

Offer Letter

Dear **Sakshi**,

Congratulations!

This is with reference to your interview process; we are pleased to offer you the position of a **Associate Software Engineer** with Indus Valley Partners (India) Private Limited. Please consider this letter as a full time employment letter/appointment letter from date of joining.

You shall report for work on: **05-Jul-2023**

Your Cost to Company (CTC) would be of **INR 750000/- (Seven Lakh Fifty Thousand only)** per annum plus Deferred Cash Opportunity and Non Encashable Benefits. The salary is structured in a tax efficient basis and includes PF, HRA and other benefits as applicable. The details of compensation are given in the Annual Earning Opportunity Annexure.

During your employment with Indus Valley Partners (India) Private Limited, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Indus Valley Partners (India) Private Limited any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Indus Valley Partners (India) Private Limited or any of our existing or prospective clients. You also agree to not solicit employment with the IVP's direct clients or client's group/associate companies/firms until at least one year after leaving the firm.

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

If you have any questions about this offer letter, please contact us immediately so that we must review specific terms together.

You will be entitled to leaves as per the policy of the Company. We look forward to your joining!

You are requested to report at **12:00 PM** on the date of joining along with the following documents in original and their self-attested copies, wherever applicable:

- Updated Resume
- Certificates in support of your age, qualifications
- Last employer relieving letter and experience certificate
- IVP offer letter along with the salary break up offered
- Passport
- Permanent Account Number (PAN) Card (mandatory)
- 3 Passport size photographs
- Adhaar Card

Note: This offer of employment is subject to successful completion of the IVP background check process.

Welcome to the IVP family!

Best Regards,



MD, HR & Compliance

I accept the employment along with all the Terms and Conditions.

Signature of Employee

Sakshi Suresh Gattani

Date of acceptance:

**TERMS AND CONDITIONS OF EMPLOYMENT
(ANNEXURE - A)**

A) GENERAL

1. Employee confirms that all the testimonials made and information provided by Employee is correct:
2. Employee further confirms that Employee is free from any contractual restrictions preventing Employee from accepting this offer or starting work on immediately on acceptance of offer of employment and there is no impediment upon Employee from joining the Company as full time employee:
3. Employee shall disclose on Employee own behalf and, if married, on Employee spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; and involvement in other positions external to the Company and Employee employment in the Company is subject to acceptance by the Company of those external interests of Employee or Employee spouse.
4. If Employee commits any breach any of the aforesaid conditions, this offer shall be revoked automatically (whether Employee have accepted it or not) and, if Employee have already commenced employment with the company, such employment will automatically terminate without giving Employee any claim for compensation or damages, but without prejudice to the Company's rights and remedies against Employee.
5. Employee performance will be evaluated according to Employee efficiency, punctuality, conduct, maintenance of discipline and in accordance with the policy of the Company.

B) PLACE OF POSTING

6. Employee's initial place of posting shall be at **Mumbai** India. However, Employee services are transferable and Employee may be assigned transferred in India or outside India to serve the Company or any of the group companies. Employee may also be seconded, deputed or transferred to any other company associated to the Company whether in India or aboard. The transfer will not deem to constitute a change in Employee conditions of service.

C) PERFORMANCE OF DUTIES

7. Employee shall be assigned with all the duties and responsibilities of a **Associate Software Engineer** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
8. Employee shall, at all times, be required to carry out the duties and responsibilities assigned to Employee by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of his ability to protect and promote the interest of the Company.
9. Employee shall not, during the term of his/her employment, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests. Employee shall use the office of the Company only for

rendering such services for which Employee has been appointed.

D) COMPENSATION

10. As compensation for services to be rendered by Employee to the Company,
Employee shall be paid as per Annexure B.

E) CONFIDENTIALITY

11. The employee undertakes to sign and execute separate agreement of Non-Disclosure, Non-Solicitation and Non-Compete agreement which shall form part and parcel of terms and conditions of employment.

F) TERMINATION OF EMPLOYMENT AND RESIGNATION

12. The Company may terminate Employee services by giving one months' notice during the first six months of employment, at any point of time, without assigning any reason. Instead of notice, the Company may give one month's pay in lieu thereof. Similarly, employee can also resign by giving one months' notice during the first six months. After completion of six months, the Company may terminate Employee service by giving ninety days' notice at any point of time without assigning any reason. Instead of notice, the Company may give ninety days' pay in lieu thereof. Similarly, employee can resign from the services of the Company by giving ninety days' notice after completion of six months.

13. If Employee resigns the company within two years from the date of joining then needs to pay back Rs. 1,00,000/- in lieu of initial training cost incurred by the company.

14. Upon termination/resignation of Employee from employment with the Company for any reason, Employee shall promptly return to the Company all the properties provided by the company to Employee for performance of duties which includes laptop, computer or any other device etc, keys, credit cards, passes, confidential documents or material, all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business of the company or its subsidiaries or associates or client. The company reserves the right not to relieve Employee in the event that all the Company's documents/property/Confidential Information in Employee custody have not been properly handed over by Employee to an authorized representative of the Company.

G) OTHER CONDITIONS

15. Employee will be bound by the code of conduct of the Company and all others rules, regulations, instructions policies and orders issued by the Company from time to time, in relation to Employee conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these code of conduct, rules, regulations, instructions, polices etc. were part of this Agreement.

16. The company has right to send Employee to further training in India and abroad at the expense of the Company. Employee shall report back to the company at the place of posting where the company post Employee after completion of training and further undertake to serve the company for minimum period of two years after completion of the training. In case Employee is removed from job during the period of these two years or Employee leave the job on his/her own, Employee shall reimburse to the company the amount spent by company on such training. Company may call upon Employee to sign a separate agreement for indemnifying the company of the amount spent by company on such training and Employee shall also provide a surety to the satisfaction of company to ensure payment of such amount. As and when such agreement is signed by Employee, the same would become part and parcel of this employment conditions.

17. Any dispute between the parties shall be decided by arbitration which shall be held in Delhi. Employee authorizes the Company to appoint single arbitrator to decide any dispute arising out of this agreement between the parties.

18. The court at Delhi shall have exclusive jurisdiction and the applicable law shall be Indian Law.

For and on behalf of M/S Indus Valley (India) Pvt. Ltd.

Authorized Signatory



MD, HR & Compliance

Signature of Employee

Sakshi Suresh Gattani

Date and Place:

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

This Agreement is made on this day of **05-Jul-2023**, between **Indus Valley Partners (India) Pvt. Ltd.** (herein after referred to as "Employer which shall include its associates, subsidiary or any sister concern") whose registered office is Unit No. 702, Skylark Building, Nehru Place, New Delhi-110019 and principal place of business is B-13, SDF Block, Noida Special Economic Zone,

Noida (UP) and **Sakshi Suresh Gattani** currently residing at "402, B wing, Priyadarshini Bldg, Bhawe Compound, Shivaji Chowk, Bhiwandi - 421308." (Hereinafter referred to as "Employee").

WHEREAS, Employer is in the business of providing and selling computer software systems and performing software consulting and systems design, development and implementation services (the "Business")

AND WHEREAS, Employer values the Employee's services, and desires to retain the services of the Employee, and the Employee wishes to be employed by Indus Valley Partners

AND WHEREAS the Employee has access to the Employer's business & trade secrets, confidential & proprietary information and Employer's customer information.

AND WHEREAS the employee may/has also obtain/obtained special training through training and during course of employment which were special, unique and extra ordinary

AND WHEREAS the Employer has right to protect its business interests and it would be to the detriment of Employer's business interest if the Employee were to become associated in any way with a competitor of Employer or to disclose confidential & proprietary information of Employer or its clients, associates etc

That it is necessary that this agreement is entered into by the Employer and the Employee to put limited restrictions on the Employee without restricting his right to earn his livelihood in any legitimate Employment so also to protect the business interests of the Employer. Therefore, the restrictions are placed for a temporary period on his right to associate in any way with competitor of Employer. **The restrictions are limited to the territory of North America, U.K and India.**

NOW, THEREFORE, in consideration of employment by Employer of the Employee, and the compensation to be paid by Employer to the Employee now and hereafter, Employer and Employee agree as follows:

1. Not an Employment Agreement

This agreement is not an Employment Agreement. This Agreement shall not create any right to continued employment of the Employee for Employer for any specific term. Employee's employment by Employer shall be at will, and may be terminated by either party at any time in terms of letter of appointment.

2. Confidential and Proprietary Information

Employee understands that "Confidential & Proprietary Information" (hereinafter referred to a Confidential Information) means any and all Information and knowledge regarding the Business which the Employee assimilates or to which the Employee has access during his or her employment with Employer including, but not limited, to Employer proprietary methods and

methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, clients lists and clients (including, but not limited to, clients of Employer on whom Employee calls or with whom Employee becomes acquainted during the term of his or her employment), prospective clients as identified from time to time in the records of Employer, client information books and records of Employer, corporate relationships, suppliers markets, computer software computer software development, inventions,. Processes, formulas, technology, designs, drawing, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding marketing, costs, pricing, finances, financial models and projections, billings or other similar business information. Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee. Employee further agrees that all confidential information shall at all times remain the property of Employer and employee is duty bound to protect its integrity and confidentiality. The employee further undertake that he or she understand the information includes all the information stored in form of data/information in the hard disk or removable discs in any computer or in printed shape or in any other form whatsoever. The employee undertake that the employee shall not carry with it unless to be used for the business of the employer or shall communicate to himself or any other persons who so ever through email or in any other mode of communication physically or technologically.

3. Acknowledgment of Confidentiality

Employee hereby acknowledges that he has access to the confidential information during the course of his employment and has also/would acquire special skills and knowledge which is unique during the course of employment and the training during the employment of Employer.

4. Former Employer Information

Employee represents and warrants that the execution of this Agreement and performance of the Employee's obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement with any other person or entity of which the Employee is a party or by which the Employee is bound. Furthermore, Employee agrees that he or she will not, during his or her employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former Employer or other person or entity with which Employee has an agreement or duty to keep in confidence and that Employee will not bring onto the premises of Employer any unpublished document or proprietary information belonging to any such Employer, person or entity unless consented to in writing by such Employer, person or entity.

5. Third Party Information

Employee recognizes that Employer has received and in the future will receive from third parties their confidential information subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee

agrees to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his or her work for Employer, consistent with Employer's agreement with such third party. The Employee agrees to execute further agreement (s) in respect of the information of the third party where the employee is deputed or otherwise become associated during the course of the employment of the Employer.

6. Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with Employer. The records will be in form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

7. Agreement not to Disclose

- a) Employee agrees that at all times during the term of his or her employment and thereafter to hold in strict confidence, and not to use, except for the benefit of Employer, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Employer or its Chief Executive Officer, any Confidential Information of Employer.
- b) Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/ she shall not use, commercialize or disclose except under terms of employment of Employer, any Confidential Information to any person or entity, or else under provision governed by this memorandum except as Employer may approve in writing.
- c) Even upon assignment of the all inventions etc to Employer as stated in the agreement, employee undertakes to use at least the same degree of care in safeguarding the Confidential Information as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential information from unauthorized or inadvertent disclosure.

8. Inventions Retained and Licensed

Employee has attached hereto as **Exhibit A** is a list describing

- (a) All inventions, original works of authorship, developments, improvements, and trade secrets which were made by him or her prior to his or her employment with Employer II) which belong to him or her, and
- (b) Which relate to Employer's proposed business, products or services (collectively referred to as "Prior Inventions"). The Prior Inventions are not being assigned to Employer hereunder.

(c) If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of his or her employment with Employer, Employee incorporates into a Company product, process or machine a prior Invention owned by him or her or in

(d) which Employee has an interest, Employer is hereby granted and shall have a non exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

9. Assignment of Inventions

Employee agrees to promptly make full written disclosure to Employer and will hold in trust for the sole right and benefit of Employer and Employee hereby assigns to Employer, or its designee, all Employee's right, title and interest in and to any and all inventions, original works of authorship, development, concepts, Employer improvements or trade secrets of whatever nature and whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by Employer (collectively referred to as Inventions") and Employee further agrees that Employer the foregoing shall also apply to Inventions which relate to the business of Employer or to Employer 's anticipated business as of the end of Employee's employment and which were conceived or developed during Employee's employment with Employer and reduced to practice during a period of one year after the termination of Employee's employment.

10. Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer expense, in every proper way to secure Employer's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

11. Solicitation of Employees.

During the Employee's employment with Employer and for a period of three (3) years following the termination of his or her employment with Employer, for any reason, Employee agrees to refrain from and will not, directly or indirectly, as on independent contractor, employee, consultant, agent, partner, joint venture or otherwise solicit or take away, or attempt to solicit or take away employees of Employer, either for Employee's own business or for any other person or entity.

12. Covenants Against Competition

EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION MAY AFFECT HIS OR HER RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT WITH EMPLOYER.

(a) As a material inducement for Employer to employ Employee, and in order to protect Employer's Confidential Information and good will and business, Employee agrees that during the time the Employee is employed by Employer and for a period of twelve (12) months after termination of Employee's employment with Employer, for any reason, Employee shall not, directly or indirectly solicit or accept business from or provide services to or accept employment with or seek remuneration from any of the clients or customers of Employer or any entity under common control of any client or customer of Employer. For purposes of this Agreement, a client or customer of Employer shall be defined as any person, firm, partnership, company, corporation or other entity with or to whom Employer (i) sold goods or services (ii) had submitted a written proposal for a specific requirement, or (iii) had work in progress, as of the date of Employee's termination of employment or during the eighteen (18) months prior to the termination of employment of Employee.

(b) An employee shall not, directly or indirectly render services as an employee, consultant or otherwise, to or assist with the creation of any Competing Organization during the time the employee is employed by Employer and for a period of 3 months after termination of employment with Employer for any reason. A "Competing Organization" means any person or organization, including Employee which (i) is engaged in, or about to become engaged in, in design, development, integration, implementation, sale, marketing or distribution of software applications which are identical or substantially similar to any product provided by Employer in existence or under development during the time of Employee's employment with Employer or (ii) is engaged in, or about to

(c) Become engaged in, the provision of software consulting of design/development services which are identical to or substantially similar to the services provided by or procedures and methodologies used by or planned to be used by Employer during the Employee's employment with Employer. As of the date of this Agreement, Competing Organizations include, but are not limited to, Infosys, Wipro, HCL Technology, Sapient, Deutsche Software Ltd., Patni, Satyam, Cimpres & Accenture. Employee acknowledges and understands that the foregoing list of Competing Organizations may change from time to time and that such list is not exhaustive.

(d) Employee agrees that the restrictions at (a) and (b) above set forth in this are fair and reasonable and are reasonably required for the protection of the business interests of Employer. However, should an arbitrator or court nonetheless determine at a later date that such restrictions are unreasonable in light of the circumstances as they then exist, then Employee agrees that this (a) and (b) shall be construed in such a manner as to impose on Employee such restrictions as may then be reasonable and sufficient to assure Employer of the intended benefits of this Section.

(e) The time period during which the Employee is prohibited from engaging in certain business practices pursuant to above Section (a) to (c) shall be extended by any length of time during which the Employee is in breach of such covenants.

(f) That the employee understand that he is full time employee of the employer. In view of the same during the term of employee's employment with Employer, Employee will not engage in any other employment, occupation, consulting or any other business activity whether related to the business in which Employer is now involved or becomes involved during the term of his or her employment, nor will Employee engage in any other activity whether it conflict with Employee's obligation to Employer or not.

ARBITRATION AND EQUITABLE RELIEF

13. Arbitration

Employee agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Delhi, in accordance with Indian Arbitration & conciliation Act 1996 or any modification or re-enactment thereof before a single arbitrator who shall have experience in the area of the mater in dispute. The arbitrator may grant relief in the nature of injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Employer and Employee shall each pay one half of the costs and expenses of such arbitration, and each of them shall separately pay their own counsel fees and expenses and other cost of the arbitration.

14. Equitable Remedies

Employee agrees that it would be impossible or inadequate to measure and calculate Employer's damages from any breach of the covenants set forth in herein above. Accordingly, at the sole discretion of Employer, Employee agrees that if Employee breaches any of such Sections, Employer will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement and, if it prevails in such a proceeding, the right to recover from Employee the costs and expenses thereof, including reasonable attorneys' fees.

15. Miscellaneous Provisions

Employee Agrees that

- a. That he/she will not indulge in Insider trading and will not deal/trade in the securities of the Client. Employee will not exploit his/her position for personal gain and will comply with all applicable securities laws
- b. That he/she will not misappropriate information of the client.
- c. That he/she will not steal information/knowledge that is received as part of the services provided to client or utilize the client information for personal purposes)

d. Confidentiality of Client information: Employee will not discuss confidential information of client in public places or with any other employee of the Company and will share client information only with other employees who need to know and who are required to have the information to perform their duties.

e. Employee will not leave information of/related to the client unattended.

f. Employee will always work with utmost faith and act with integrity while doing his/her duties.

g. If the employee comes to know that any activity of a colleague is in contravention of these employee obligations, he/she will report the matter to higher authority.

GENERAL PROVISIONS.

16. Governing Law and Jurisdiction

Any dispute arising out of this agreement shall be tried in jurisdiction of competent court and the law of the competent court where action is brought shall be the governing law of this Agreement.

Entire Agreement

The Agreement sets forth the entire agreement and understanding between Employer and Employee relating to the subject herein and merges all prior discussions with respect hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the parties to this agreement. Any subsequent change or changes in Employee's duties, salary, compensation or status due to promotion or restructuring or reallocation's to an associate, subsidiary or parent company in India or abroad will not affect the validity or scope of this Agreement.

17. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect Employer's interests and rights.

18. Competent Authority

The competent authority to sign any waiver, permission or change in the terms of the agreement shall be Chief Executive Officer or Board of Directors of the Employer or any other person duly authorized by such Chief Executive Officer or Board of Directors.

19. Successors and Assigns

This agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of EMPLOYER, its successors and assigns.

20. Waiver of Breach

The waiver by Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver by Employer of any subsequent breach of the Employee.

21. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually sent by Register post.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For and on behalf of INDUS VALLEY PARTNERS (INDIA) PVT. LTD.

Authorized Signatory



MD, HR & Compliance

Signature of Employee

Sakshi Suresh Gattani

Witnesses:

1.

2.

Annual Earning Opportunity		7,78,722
Basic	1,80,000	
HRA	1,99,295	
Medicclaim	5,964	
Miscellaneous Allowance*	3,29,341	
Employer's Contribution to PF	21,600	
Statutory Bonus	13,800	
Cost to Company	750000	
Deferred Cash Opportunity	28,722	
Retention Bonus	20,068	
Gratuity	8,654	
Non Encashable benefits	78,579	
Transport & Meals	73,800	
Term Insurance	4,779	
*Miscellaneous Allowance consists of following components.		
Component		Max Limit
Telephone Allowance & Internet Re-imburements		24,000
Book & Periodicals Re-imburements		24,000
Car Fuel Allowance		28,800
Meal Coupons		26,400
Hostel Allowance		7,200
Children Education Allowance		2,400
Gadget Allowance		1,00,000
Leave Travel Allowance		48,000
National Pension Scheme		10% of basic
Hostel Allowance: This allowance is permissible for hostel expenditure of maximum of two children of Rs. 3,600 each per annum		
Gadget Allowance: Can be claimed by the employees for purchase of any gadget for e.g.- Laptop, Mobile phone, ipad etc used for official purpose and only 10% of gadget value would be taxable as perks in their salary.		
Car Fuel Allowance: Can be claimed by an employee for expenditure on fuel for travelling to office for car owned by him. Applicable only to those employees who are not availing cab facility.		
Retention Bonus: is payable on completion of 3 years, 5 years & every consecutive 3 years with the organization. This is paid as per company policy. Approximate / indicative figures and actuals may vary from individual to individual.		
Non Encashable Benefits: Includes valuation arrived at for benefits like free meals and subsidised transport & premium paid for term insurance. These are approximate projected values and are not included in the Cost to Company(CTC) amount. Transport is provided only within the range of 50kms from IVP office.		
Gratuity: is payable only on completion of at least 5 years with the organization. Approximate / indicative figures and actuals may vary from individual to individual.		
Term Insurance: Every full time employee with IVP is now insured for 10 times their CTC with a maximum limit of 2 crore.		
NPS: is a benefit provided wherein you can save tax 10% of the basic salary. You can choose to contribute 10% of your basic salary towards NPS.		
Terms and conditions are subject to change at the discretion of the management		

Annexure

IVP complies with the Maternity Benefits Act 2017 which regulates paid maternity leave entitlement and other related benefits for women.

The primary objective of this annexure is to inform woman employees about the maternity benefits available to them at the time of their appointment.

Summary of entitlements & benefits:

- **Increased Paid Maternity Leave:**
 - Paid maternity leave available for women is for 26 weeks
 - This benefit could be availed by women for a period extending up to 8 weeks before the expected delivery date and remaining 18 weeks can be availed post childbirth.
 - For women who are expecting after having 2 children, the duration of paid maternity leave shall be 12 weeks (i.e., 6 weeks pre and 6 weeks post expected date of delivery).
 - Eligibility: A woman is eligible to receive maternity benefit if she has worked for at least 80 days in the 12 months immediately preceding her expected date of delivery.)

- **Maternity leave for adoptive and commissioning mothers:**
 - Every woman who adopts a child shall be entitled to 12 weeks of maternity leave, from the date of adoption.
 - Paid adoption leave (if the adopted child is less than three months old) and paid surrogacy leave of 12 weeks is from the date when the child is handed over to the mother

- **Work from Home option:** *This benefit may be exercised after the expiry of the 26 weeks' leave period. Depending upon the nature of work, women employees may be able to avail this benefit on terms that are mutually agreed with the employee and IVP.*

- **Crèche facility:** IVP offers a crèche facility to all its female employees

- **[FOR COMPLETE INFORMATION PLEASE READ THE MATERNITY BENEFITS ACT 2017](#)**

September 2, 2022

Ms. Isha Dattaram Gawde

Email id: gawdeisha20@gmail.com

Sub: Letter of Intent - Quantiphi Analytics Solutions Private Limited ('Company')

Dear Isha Dattaram Gawde,

We are pleased to offer you the position of **Intern - Business Analyst - Sales Engineer** in Quantiphi Analytics Solutions Private Limited ("Quantiphi" or "Company").

Your salary during the course of full-time employment will be INR **8,50,000/-** annually on a cost to company basis.

Fixed Component	QCDP Reward	Total CTC
INR 6,50,000/-	INR 2,00,000/-	INR 8,50,000/-

As a part of your onboarding process, you will undergo a four-month internship ('Virtuverse') with us and thereby leading to confirmation as a full-time employee based on your performance.

'Virtuverse' is designed to provide you access to vast domain knowledge on Machine Learning, Big Data etc.

During the period of internship, you will be paid a fixed amount of INR 23,000/- per month as stipend and all other allowances/benefits will be shared with you by February 2023.

Your formal appointment letter/agreement will be issued to you on the day of your joining our Company.

The Letter of Intent needs to be accepted within 48 hours, else it will be considered as null and void.



Authorized Signatory
Mohini Palchowdhury
(Head - Human Resources)



Agreed and Accepted
Isha Dattaram Gawde

Dear Neel Santosh Gupta,

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you the position of **Management Trainee** in the **MT** grade in our organization at **Mumbai**.

Your annual compensation in terms of cost to company will be **Eight Lakh Only**.

Kindly indicate on this mail, your acceptance of the offer. This offer is subject to your joining us on or before **June 01,2023**.

You are required to submit the following documents before the day of joining:

- Graduation certificate/ Mark sheet copies
- PG certificate / Mark sheet copies
- Address Proof
- Pan Card Copy
- Medical certificate stating that you are physically and mentally fit and fine from an MBBS doctor (Should be on the Letter head of Doctor.)
- Nominee's Photo ID proof (Person whom you would like to nominate for life insurance coverage) i.e. Voter ID / Driving License / PAN card / or any govt. proof for life insurance.
- Nominee's bank details i.e. passbook photocopy / cancel cheque / Bank Statement for Life insurance coverage.
- Signed offer and Appointment letter
- Resignation acceptance letter at the time of joining (Should be duly signed & stamped.)
- Relieving Letter within 45 days of joining.
- Last three months' salary slips / Bank Statement / or any other salary certificate from your current organization.
- 3 passport size photo (Red Background Only)
- Please sign wherever there is signature space, whether you are filling the form or not

The Break-up of your Cost to Company is as below:

Name	Neel Santosh Gupta	CTC	800000
Designation	Management Trainee	Grade	MT-Management Trainee
Function	IT-Software*Kotak Com*N.A.	Location	Mumbai
Sr. No.	Components Of Pay	Per Month	Per Annum
A	Monthly Allowances/Reimbursements		
A.1	Basic	26667	320000
A.2	House Rent Allowance	13333	160000
A.3	Professional Allowance	22184	266208
A.4	Interim Bonus	0	0
A.5	Leave Travel Allowance	0	0
	Sub Total A	62184	746208
B	RETIRALS & BENEFITS		
B.1	Provident Fund (12% of Basic)		38400
B.2	Co's Contribution to ESI (3.25% of monthly Gross)		0
B.3	Gratuity		15392
	Sub Total B		53792
C	DEDUCTION		
C.1	Mediclaim Premium		
C.2	Professional Tax		
D	TOTAL CTC (A + B)		800000

Notes:

- Employees' PF contribution will be contributed by the employee into his/her PF account.
- Income Tax and Profession Tax will be deducted as applicable.
- Mediclaim premium will be deducted as per prevailing policy.

Please ensure that you have all the documents to avoid any hassle and do **bring your original documents for verification.**

Kindly note that your offer is subject to positive background verification check report.

For any further details or query, please contact Kirat Kaur @ or kirat.kaur@kotak.com.

Looking forward to your joining and a successful career in **Kotak Securities.**

Letter of Offer

Strictly Private and Confidential

06-April-2023

Ms. Sony Raja Hotchandani

Dear Sony Raja Hotchandani,

With reference to your application and the subsequent discussions you had with us, we are pleased to extend this offer of employment to you. This is only an offer letter and is contingent upon you clearing the background verification, reference checks and also on certification of your medical fitness.

Upon your acceptance of the offer letter and your appointment with the Company, you shall be designated as **Software Engineer** at **Graduate Trainee** grade based at BM1573=Thane. Your per annum fixed Cost To Company (CTC) (inclusive of all statutory payments) shall be **Rs. 700000/- p.a. (Rupees Seven Lakhs Only)**. This CTC will be subject to review based on your performance and other criteria's, as may be decided by the company from time to time.

A sum of **Rs.100000** as performance bonus, is **assured at the completion of first year of service**. The same shall become payable provided you are still under employment with the Company at the time the bonus is paid and have not tendered your resignation.

All amounts payable to you are subject to deduction of Taxes, Cess, Charges, Levies and other contributions that may be applicable from time to time and required to be made under the existing laws.

You shall be under probation for a period of six months from your joining date, and subject to your performance, the Company may confirm your appointment, upon such additional terms and conditions, as may be required. If, at the end of the probation, you are found suitable in the appointed post, you will be confirmed in the employment of the company by an order in writing. Confirmation of Dealers, Branch Managers and Relationship Managers and like designations in Retail Broking is contingent to the fact that of your holding a valid NISM certification at the time of confirmation due date.

Your date of joining will not be later than **03-July-2023**.

LivLong Insurance Brokers Ltd. (Formerly known as "IIFL Insurance Brokers Ltd.")

CIN: U66010MH2005PLC154486 • Direct Broker: IRDA Licence No. 388 Code No. DB 314/05 valid till November 26, 2023

Corp & Regd. Office: IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, MIDC, Thane Industrial Area,
Wagle Estate, Thane - 400 604. • Tel: (91-22) 3929 4000/ 4103 5000 • Fax: (91-22) 2580 6654
Website: www.iiflinsurance.com • E-mail: cs.insurance@iifl.com • Toll Free Number: 9819286666

You shall receive your Appointment Letter detailing the terms and conditions of your appointment. Upon first login to the Company's interface – "Adrenalin", you shall be bound by the terms and conditions of your appointment, internal policies of the Company, process and procedures, code of conduct and confidential norms as may be applicable from time to time.

This offer letter is confidential and you agree and undertake to keep this letter of offer and the contents thereof confidential. All the information shared with you at the time of interview regarding the Company and its Group is confidential and shall be kept confidential.

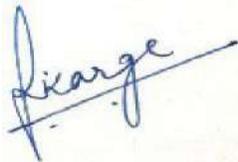
Kindly confirm your affirmation by signing a duplicate copy of this letter and return a copy of this letter within one (1) day of the date of offer, failing which this offer shall stand withdrawn.

We look forward to your working with us and to make our Company a most preferred employer in financial services industry.

Kindly carry this offer letter along on your day of joining. Thanking you,

Yours faithfully,

For Livlong



Priyanka Nikarge
Human Resources

I have read and understood the above terms and conditions of the offer and hereby accept the offer.



Ms. Sony Raja Hotchandani

Date

ANNEXURE A

Documents to be submitted at the time of joining:

1. Four Passport sized coloured photographs in formal attire.
2. Two Professional References (Name, Designation, Contact No, Address)
3. Email address of the previous employer.
4. A copy of the qualification certificates and other certificates (like NCFM, IRDA etc)
5. A copy of past experience certificate along with the last 2 months payslips
6. A copy of the salary certificate or Form - 16 of previous organization.
7. A copy of the Photo ID (Driving license / Passport / Voter's ID / Aadhaar)
8. Medical / Fitness certificate issued by a Doctor or a pathological laboratory.
9. A copy of the Pan card.
10. UID (Aadhaar Number)

29 May 2023

Ms. Simran Santosh Huddedar
405,old bombay rd parsik nagar, Thane, 400605

Your appointment as Senior Analyst in Technology Consulting

Dear Simran,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in Ernst & Young LLP subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Senior Analyst** in Band **6**.

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 5,50,000 per annum (Rupees Five Lakh Fifty Thousand Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.
- b. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.
- c. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.

3. Date of joining

As agreed, you shall join the services of the Firm on **24 July 2023**.

4. Probation

You shall be on probation for a period of (6) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing.

5. Retirement

Your retirement age shall be 60 years.

6. Transferability

Your initial place of posting will be Mumbai - Dadar (Ruby). However, your services are liable to be transferred from one location to another, anywhere in India.

7. Notice period and termination

- a. Either party may terminate the employment by giving a mandatory minimum of 3 months' notice to the other party (also applicable during probation period). The Firm may, at its discretion, with or without conditions, agree to waive off the 3 months' notice period requirement, either wholly or partly.
- b. The Firm may terminate / suspend your services, at its discretion, at any time immediately upon written notice to you, if it has been alleged and prima facie established, through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offence involving moral turpitude (the term "Moral Turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or is likely to damage Firm's reputation.

8. Code of Conduct and Policies

- a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.
- b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc., as if these rules, regulations, policies et al, were part of this contract of appointment.
- c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading.

9. Confidentiality



- a. **Remuneration:** You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.
- b. **Use of Firm's name:** You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.
- c. **Information:** You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit.
- d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause.
- e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms, that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory



body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion.

- f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

10. Non- Compete

- a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us.
- b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.
- c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination.
- d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly.
- e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm,.

11. Intellectual Property

In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows:

- a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that:
 - is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment
 - result from or is suggested by any work which you may do for the Firm
 - are otherwise made through the use of Firm's time, facilities or materials.

- b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission.
- c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

12. Personal Data

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

13. Miscellaneous

- a. The following annexures form an integral part of this Agreement:

Annexure A - Illustrative compensation break-up
Annexure B - Relocation letter

- b. **Additional Documents:** You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion.
- c. **Supersedes previous agreement:** This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns.
- d. **Severability:** If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid.



- e. **Conditions precedent:** This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background.
- f. **Privity of contract:** The terms of this Agreement may only be enforced by a party to this Agreement.
- g. **Governing law and dispute resolution:** This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding.
- h. **Certificate of Practice:** If you currently hold a Certificate of Practice (CoP) issued by the Institute of Chartered Accountants of India, you hereby undertake to surrender the CoP with immediate effect, and provide us with evidence thereof. If you are a Chartered Accountant and do not currently hold a CoP issued by the Institute of Chartered Accountants of India, you hereby undertake not to apply for such CoP unless instructed or required by the Firm to do so.
- i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Please signify your acceptance of these terms and conditions of employment by signing the duplicate copy of this Agreement and return the same to us for the Firm's records.

Yours sincerely,

For Ernst & Young LLP

Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature

Date

29/05/2023

Simran Santosh Huddedar



Annexure A

Illustrative compensation break-up

Particulars	Annual Values (INR)	
(A) Salary Components	5,19,600	
Basic Salary:	2,53,200	
House Rent Allowance:	1,26,600	
Special Allowance:	22,200	
Conveyance Allowance:	1,17,600	
(B) Other Perquisites	30,400	
Firm's Contribution to Provident Fund:	30,384	
Year End Ex-Gratia	16	
(C) Annual Fixed Compensation (A+B)	5,50,000	
(D) Other Benefits	32,173	
Gratuity (accrual)	12,173	
Firm's contribution towards Medical insurance	20,000	
(E) Total Compensation (C+D)	5,82,173	
(F) Annual performance bonus (earning potential)	Min. 0%	Max. 12%
	0	66,000
Annual total earning potential (E+F)	5,82,173	6,48,173



Please note that Permanent Account Number (PAN) is mandatory for salary processing. If you do not have a PAN already, then please apply for the same at the earliest.

1. House Rent Allowance (HRA): This will be 50% of your basic salary.
2. Special Allowance: Special Allowance will be in the range of 0% to 10% of the annual fixed compensation.
3. Conveyance Allowance: Conveyance allowance will be the balancing figure in your compensation structure.
4. Provident Fund (PF): This will be as per the Employee's Provident Funds and Miscellaneous Provisions Act 1952. If you are an active member of PF, it will be mandatory for you to opt for the same. If not opted for, conveyance allowance will be adjusted accordingly.
5. Gratuity: You will be eligible for Gratuity as per the Payment of Gratuity Act 1972.
6. You will be eligible for medical insurance coverage for self, spouse, two children and parents/parents in-law up to INR 3 lac per annum, subject to your declaration as per the policy. Additionally, you, spouse and two children will be covered for critical illness cover of INR 10 lacs.
7. In the unfortunate case of death of an employee, the Firm extends financial support to the family up to three times of the last drawn annual CTC of the deceased employee. The minimum amount for this financial support will be INR 25,00,000.

Please note that all the benefits/coverage mentioned above are governed by the Firm's policies and/or statutory law, as applicable.



Ernst & Young LLP
11th to 17th Floor, The Ruby
29, Senapati Bapat Marg
Dadar (West)
Mumbai - 400 028, India
Phone: +91 22 6192 0000
Fax: +91 22 6192 1000

**Annexure B
Relocation Letter**

29 May 2023

**Simran Santosh Huddedar
405,old bombay rd parsik nagar, Thane,
400605**

Dear Simran,

Sub: Relocation benefits

In addition to the terms and conditions mentioned in the appointment letter, you are also eligible for reimbursement of relocation expenses per below mentioned details.

Your relocation expense entitlement is **INR 45,833/- (Rupees Forty Five Thousand Eight Hundred and Thirty Three Only)**. If any relocation expense paid/ incurred, exceeds the relocation eligibility limit, the same shall be recoverable from the employee.

Employee Self-Travel	<ul style="list-style-type: none">• One-way trip (Air Travel/ Train Travel) between current location and new location for self.• A maximum of two one-way cab fare for airport transfers. For the purpose of reimbursement, GST registered metered/ App based cabs only will be considered.• In case, you choose to undertake a road trip, the cost of the road trip should be less than one AC first class rail fare between the two locations. Mileage rates applicable in case of use of own car (only one car permitted) will be INR 10 per km. The cost per km is inclusive of any other cost such as toll/fuel etc. Shortest route shall be taken as per google map for considering the KM distance
Accommodation	<ul style="list-style-type: none">• Accommodation should be booked by respective individual for maximum of 10 room nights' stay at guest house or hotel based on eligibility as per the firm's Travel policy.• Expenses incurred on food, laundry, newspaper etc. during the stay at guest house or hotel will not be reimbursable.• Payment should be made only via credit card, online banking, wallet etc.

Air/Train bookings must be done only through the firm's Travel Desk. EY Relocation assistance team will contact you two weeks prior to your joining date to facilitate transition.

In the event of you deciding to leave before completion of 1 year with the firm, the amount reimbursed hereunder will be recovered in full. For the purposes of this clause, the duration will

Private & Confidential**18 February 2023****Anish Inamdar**

Dear Anish,

We are pleased to offer you employment in the position of Technical Analyst with Oracle Financial Services Software Limited ("Oracle") Your base of operation is Mumbai, India. This offer of employment is made based on India laws.

We offer you a starting compensation as detailed below payable over twelve (12) months. In addition, you will be eligible to participate in the standard compensation plan relevant to your role and line of business.

Components	Amount (INR) p.a
A. Basic salary	427,500.00
B. Flexible Benefit Plan (FBP) **	522,500.00
C. Annual Gross Pay AGP (A+B)	950,000.00
D. Company's contribution to PF	51,300.00
Total Gross (C+D)	1,001,300.00

In addition to the above you will be eligible for Gratuity benefit in accordance with the statutory provisions governing payment of Gratuity which may be applicable at the time.

** - Details of Flexible Benefit Plan is provided in the Annexure "*Employment Agreement & Employment Benefits*"

The Company may, at any time, review and/or restructure the Compensation Package.

Relocation Assistance:

If you accept your employment offer, Oracle has agreed to make a contribution of **INR 361,363.35** toward relocation costs under the JAPAC and India Relocation Program. Please note that this amount includes your relocation budget as well as estimated service or tax fees that may apply. The relocation policy is structured to provide flexibility based on your personal needs. You will be able to allocate your available funds toward relocation services up the maximum budget amount and within the parameters of the Relocation Policy.

Oracle has partnered with SIRVA for relocation in Japan, APAC and India. Your manager will initiate your relocation with SIRVA after an Oracle purchase order has been created and approved. You will be contacted by SIRVA within 24 hours of your relocation authorization. If you are not

contacted by SIRVA within a few days, please contact your Oracle manager to ensure s/he has completed the necessary steps to authorize your relocation.

Do not take any steps to initiate your own relocation prior to speaking to SIRVA. Doing so may result in a refusal to reimburse associated costs. SIRVA will review the Oracle JAPAC and India Relocation Policy and processes with you and help you manage the relocation budget. Before receiving any relocation assistance you will be required to sign and return a Relocation Agreement (provided and collected by SIRVA).

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits, Proprietary Agreement and Disclosure of interest. In addition to these terms and conditions stated in the above documents, there are other company policies and procedures which you agree to observe and follow during your employment with Oracle. These company policies and procedures may be varied from time to time.

This offer of employment is contingent upon no adverse information being obtained during reference checking with previous employers, approval of your employment / immigration pass application (if applicable) and upon satisfactory clearance of criminal check prior to commencement of employment. If you fail any of the above checks, validation or approval process, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against, or liability to Oracle.

This offer is made with the explicit understanding that you will pass the qualifying examination in the first attempt and that you will not have any arrears till the final examination. In the event that you do not satisfy any of the aforesaid conditions, the Company may withdraw its offer of employment and revoke the appointment at any time without compensation. Your on-board date will be at your Hiring Manager's discretion, and the Hiring Manager's decision will be final.

By accepting this offer you confirm that there are no contractual or other legal impediments which may prevent you commencing employment with the Company. Upon acceptance by you, this offer shall form the employment agreement between you and the Company.

On your day of commencement you will be required to sign in all pages including Employment Agreement for our records, a copy of the offer and the Proprietary Information Agreement.

The letter of offer is valid for two (2) weeks from the date hereof for conveying your acceptance and conditional on confirmation by you that you will commence employment on the date specified by your Manager Manisha Khare (unless agreed otherwise by your Manager).

This offer will automatically lapse if not accepted within two (2) weeks from the date hereof.

We look forward to having you with us in our team.

Yours Sincerely,
For and on behalf of **Oracle Financial Services Software Limited**



Venkatraman. H
Senior Director - Human Resources

OFFER LETTER ACCEPTANCE:

This offer is our formal contract and must be read and accepted in conjunction with the Employment Agreement & Employment Benefits and Proprietary Information Agreement. Those documents can be accessed via the hyperlinks and must be read prior to acceptance of this offer. You will also be required to complete a Disclosure of Interest form.

I acknowledge that I have read and understood the terms of this offer letter. I understand that as a pre-condition of my employment by Oracle, I will also be required to review and accept

- An [Employment Agreement](#) which, together with this offer letter, will constitute my formal contract of employment; and
- A separate [Proprietary Information Agreement](#).

In addition to the terms and conditions stated in the above documents, there are other company policies and procedures which I agree to observe and follow during my employment with Oracle. These company policies and procedures may be varied from time to time at Oracle's discretion.

JPMORGAN CHASE & Co.

Message from Jamie Dimon, Chairman and CEO

Welcome to JPMorgan Chase. We are pleased that you will be starting your career at an exceptional company – one of the world's oldest, largest and best-known financial institutions.

Across our businesses, we continue to deliver record results, innovative products and services for our customers, and great experiences for our employees. Named #1 in *Fortune's* Change the World list, we are focused on helping communities large and small grow around the world. It's an exciting time to join JPMorgan Chase, and now – with your skills, experience and creative ideas – you'll help us continue to drive change.

During your time here, you will have opportunities to learn and grow in a supportive, respectful and inclusive environment. Do your best to contribute and excel in everything you do. By building strong relationships and doing the right thing – at all times – we have made this a company of which we can all be proud. It's how we do business. And, it is what has made us a top employer and a great business partner.

As you begin your career with JPMorgan Chase, I offer you an essential piece of advice: do your job well, and earn the trust and respect of the people around you. Throughout your employment, you will hear advice like this from our senior leaders – and we encourage you to put it into practice every day.

I hope you enjoy working here as much as I do, and I look forward to meeting many of you.

Best of luck in what I am sure will be a rewarding experience.

A handwritten signature in black ink, appearing to read "Jamie". The signature is stylized, with a large, sweeping initial "J" and the name "Jamie" written in a cursive-like script.

J.P.Morgan

12-May-2023

Sreekesh Iyer
A/1 Mayur Chhaya,
Pandurangwadi, Dombivli East
-421201
THANE
Maharashtra
INDIA

Dear Sreekesh Iyer,

Your Employment by J.P. Morgan

Congratulations on joining the J.P. Morgan family. We are pleased to confirm your employment with J.P. Morgan Services India Private Limited (the "Company").

You will find your personal employment terms outlined in Appendix A with general employment terms and conditions in Appendix B. Please note these terms and conditions supersede any verbal discussions you may have previously had with any J.P. Morgan employee with regards to your employment arrangements.

A number of important policies will apply to your employment with the Company, including the Personal Account Dealing Policy and the Code of Conduct. We provide more information about these policies in Appendix C and it is essential that you carefully read and understand their requirements. By signing this letter, you confirm that you have read, understood and agree to be bound by these policies. In addition, you will be required to abide by all other Company policies and regulations (including JPMorgan Chase group of companies ("Group") policies) and with applicable law.

Should you have queries in relation to your employment terms, your benefits or Company policies, please contact our HR Answers hotline at 000 800 440 5210 (local toll free) or +1 212-552-5100 (international).

Please be reminded your employment terms should be treated with the strictest confidence. To accept this offer of employment, please click on the 'Accept' button at the bottom of this page on or before 17-May-2023.

We are excited to welcome you to our Company and take this opportunity to wish you every success in taking this next step of your career with us.

*This is a computer generated communication and does not have a signature.

APPENDIX A - Personal Employment Terms and Conditions

A1. Title/Category

You will join us as a/an Full-time Analyst in the Software Engineer Program, Class of 2023, at JPMorgan Chase & Co. and will carry out your role while physically present in the J.P. Morgan offices in Bengaluru, India.

Your position and title may change as a result of successful completion of the Program, promotion, or other operational requirements of the Company's business.

A2. Employment Commencement Date

Your employment is expected to commence on 07-Aug-2023. We will confirm any change to this date to you in writing in advance.

In addition to the conditions set out in paragraph 1 of Appendix B, your offer is subject to you successfully meeting the educational criteria that has already been communicated to you in writing.

A3. Working Hours / Place of Work

Your manager will assign you specific working hours, often during J.P. Morgan's normal office hours. Depending on the needs of your department, however, you may be required to work outside the official hours to fulfill your duties.

You will normally work at the Company's offices in Bengaluru, but you may be required to work at any other location of the Company or its affiliates, as required by the Company.

A4. Remuneration

Your total fixed pay will be INR 13,00,000 per annum and comprises the following components:
Rupees p.a.

1. Basic Salary	3,90,000
2. Leave Travel Assistance	40,000
3. House Rent Allowance	1,95,000
4. Provident Fund	46,800
5. Special Allowance	6,28,200
A. Total Fixed Pay	13,00,000

Internet Allowances: An amount up to INR 12,000/- per annum can be claimed by you as tax exempt amount towards personal internet / broadband expense, subject to Income Tax rules and exemptions. You would be required to submit required proofs of expense as per the applicable guidelines.

Special Cash Award

As soon as administratively practical and typically within 60 days from your start date, we will pay you a one-time sign-on award of INR1,50,000, less applicable taxes and deductions.

If your employment with J.P. Morgan terminates for any reason other than job elimination within twelve months after your start date, you must repay to J.P. Morgan the full amount of this cash

payment, within 30 days of your termination date. You agree that J.P. Morgan may satisfy all or part of this repayment obligation by withholding, to the fullest extent permitted by law, any amounts not yet paid to you at the time you leave J.P. Morgan.

Relocation Lump Sum

You will be paid a one-time Relocation lump sum of INR1,25,000/-, which is taxable and will be paid within a reasonable period after your start date. The relocation lump sum coverage includes the cost of air and tickets, other transportation and hotel stay of your choice.

If you resign or are terminated for any reason other than job elimination (as determined within the company's discretion) within 12 months of your commencement date, you agree to reimburse the Company in full for the amount of any relocation lump sum you have received in connection with this employment offer. This reimbursement shall become due and payable within 30 days of your last day of employment with the Company. Further, the Company may seek reimbursement by withholding any other payments not yet paid to you at the time you leave the firm.

A5. Probationary Period

Your employment will be subject to a probationary period as outlined in paragraph 4.3 of Appendix B.

A6. Leave Entitlement

A6.1 Annual Leave

You are entitled to 20 working days of annual leave with full pay in every calendar year in accordance with the Company's Human Resources Policies and applicable law. If you work part-time hours, your annual leave entitlement will be pro-rated to reflect your part-time hours worked.

A6.2 Other Leave

You can find further details of other leave entitlements in paragraph 5 of Appendix B.

A7. Benefits

You are eligible to join the Company's benefits programs as amended from time to time. Further details will be provided to you separately.

A8. Retirement Scheme

You are eligible for retirement benefits, and can find details in paragraph 11 of Appendix B.

A9. Notice Period

During your probationary period, starting the day you join the Company, either you or the Company may terminate your employment with at least 14 days' written notice or payment of wages in lieu of such notice period.

After the probationary period, either party can terminate the employment by giving the other party 60 Days written notice ("Notice Period") or by the Company making a payment in lieu of Notice Period.

As outlined in the Company's Code of Conduct, we expect all employees to hold themselves to the highest standards of ethical conduct. In order to avoid conflicts of interest or the appearance of conflicts of interest, in the event that during your participation in J.P. Morgan's Analyst/Associate program you accept an offer of employment from another employer (regardless of the nature of its

business or whether it is a client or competitor of J.P. Morgan), you must notify your manager no later than 3 business days of your acceptance of the offer.

APPENDIX B – GENERAL EMPLOYMENT TERMS AND CONDITIONS

B1. Employment

B1.1 Your employment is subject to:

- a) your being able to carry out your role in India while being able to be physically present in a JPMC office in Bengaluru, India and obtaining and maintaining a valid work permit and such other permission, license or registration as may from time to time may be necessary to enable you to carry out your duties and continue your employment;
- b) the satisfactory completion of all pre-employment screening processing, including obtaining background references and checks as required, and the execution of any other forms necessary for employment; and
- c) your being legally able to work with the Company. You agree to disclose any employment or contractual post-employment restraints you are subjected to which may, and will continue to, affect your employment with the Company and affirm that:
 - i) you are not in breach of any prior employment contract;
 - ii) you have not taken or otherwise misappropriated – and you do not have in your possession or control – any confidential and proprietary information belonging to any of your prior employers or connected with or derived from your services to prior employers, and you have returned to all prior employers any and all such confidential or proprietary information; and
 - iii) you are not subject to any other employment or any contractual post-employment restraints
 - iv) you shall indemnify and hold harmless the Company from any and all claims arising from any breach of the warranties in this paragraph.

B1.2 Whilst you and/or the Company may have agreed a tentative date of commencement of employment with the Company, you will not, unless the Company decides otherwise, be able to commence employment with the Company without our receipt of completed and satisfactory results from our pre-employment screening process.

B1.3 You may be required to provide services for other members of the Group throughout your employment. When providing these services, you may from time to time be required to travel and work in different locations within and outside your hiring location.

B1.4 Your retirement age will be as per Company's policy and subject to satisfactory completion of your probation period and provided that your employment is not terminated.

B2. Remuneration

B2.1 We will pay your total monetary remuneration in 12 equal monthly installments on or around the 30th of each month. We will review this remuneration annually, and we reserve the right to amend its terms, level and structure from time to time at our sole discretion.

B2.2 You will be liable for all tax payments and any other imposts that may be levied or payable on any sums paid and/or other benefits we provide to you. We are entitled to deduct or retain from the sum

payable to you any withholding and other taxes levied or payable.

- B2.3 Any payment of salary or bonus by, or other sum due to you from the Company shall be subject to any and all withholding or deduction (for, including but not limited to, any taxes, contributions, repayments or other sums which you have agreed that the Company may withhold/deduct or which the Company is obliged or entitled to withhold/deduct from time to time under any applicable law), and the Company shall in such case be entitled to withhold, deduct or retain the amount of such tax, withholding or deduction from any sum payable to you.

B3. Incentive Compensation

- B3.1 In its absolute discretion, the Company may pay you an annual incentive award ("Award") in accordance with the terms of its performance based incentive compensation plan in place and as amended or varied from time to time ("Incentive Plan"). The Award may be in the form of cash, restricted shares or units of JPMorgan Chase & Co. common stock ("Restricted Stock") and/or stock options or stock appreciation awards. In granting an Award, the Company may consider any factors it considers appropriate including but not limited to the motivation of future performance, individual achievement, business unit and Group corporate results. The Award will be planned and communicated in United States dollars or in your local currency in accordance with the published Incentive Plan then in effect and applicable to your role and business area within the Company.
- B3.2 Awards are subject to applicable taxes, the [JPMorgan Chase Bonus Recoupment Policy](#) and to the terms and conditions of Award Agreements, which will include recovery provisions, non-solicitation and similar covenants. Awards and payment thereof is conditional upon you being in employment with the Company and not under notice of termination (whether given by you or the Company) at the date of payment of any cash component of the Award. The Award is not pro-rated for the period worked if your employment terminates prior to the payment date.
- B3.3 Vesting of Restricted Stock is conditional upon your continued employment as of each vesting date, and the terms and conditions set forth in the associated Award agreement. Stock options or stock appreciation awards will become exercisable on the exercisable dates set forth in the Award agreement(s) conditional on your continued employment as of each exercisable date, and the terms and conditions set forth in the associated Award agreement.
- B3.4 The Company has absolute discretion over the payment and amount of any Award to you for any year. If paid, it shall not give rise to any expectation of the Award or the amount in future years of employment. No employee or officer of the Company is authorized to make any oral promises to you about an Award. During your employment any commitment as to an amount or timing of an Award must be in writing signed by a Senior Vice President or Managing Director of the Company and a human resources officer at the level of Vice-President or above. Awards do not form part of your salary for the purposes of pension or termination benefits.

B4. Termination

- B4.1 Your employment may be terminated as follows:
- a) By either party giving to the other prior written notice of at least the period specified, as applicable, in paragraph 9 in Appendix A (the "Notice Period"), or by the Company making a payment in lieu of notice for all or part of such Notice Period of an amount equal to basic salary you would have been entitled to receive during the Notice period or part of the Notice Period.
 - b) By the Company at any time without notice or compensation if you:
 - i) are guilty of fraud, dishonesty or misconduct which is inconsistent with the due and faithful

discharge of your duties;

- ii) seriously breach the Code of Conduct and any other Company policies;
- iii) disobey the Company's lawful and reasonable instructions/requirements;
- iv) habitually neglect your duties; or
- v) otherwise commit a material or repeated breach of your employment terms or any of the Company's or Group's policies.

B4.2 During any Notice Period, the Company may put you on "garden leave" and may, amongst other things, do any or a combination of the following:

- (a) suspend you from the performance of any duties or assign you alternative duties;
- (b) exclude you from any premises of the Company or any of the Group companies and/or require you to work from another location;
- (c) require that you have no or limited contact or communication, other than purely social contact, with any employees, officers, directors, agents or consultants of the Company or any other member of the Group;
- (d) require that you have no or limited contact or communication with any customer or client of the Company or any other member of the Group;
- (e) remove your access to the Company premises and computer systems;
- (f) require that you return any property belonging to the Company under paragraph 7 in this Appendix; or
- (g) require you not to do any act or thing, or make or cause to be made, any statement reasonably likely to damage the business or reputation of the Company or the Group.

B4.3 If paragraph 5 of Appendix A states that your employment is subject to probation, your probation period will be the first 3 months of employment, which you agree is reasonable, and fair, in light of the responsibilities of the role.

B4.4 At its sole discretion, the Company may notify you of an extension to your probationary period.

B4.5 All your duties (whether express or implied) under your employment and this letter, including without limitation your duty of fidelity, good faith, exclusive service and duties in relation to the Group's confidential information shall continue throughout the Notice Period including any period that you are on garden leave.

B4.6 During any Notice Period:

- a) you will provide such assistance as the Company may require to effect an orderly handover of your duties and responsibilities to any individual appointed by the Company or any of the Group Companies to take over your role or responsibilities; and
- b) you shall make yourself available to deal with requests for information, provide assistance, be available for meetings and to advise on matters relating to work.

- c) you shall not, directly or indirectly, in any capacity whatsoever, interfere in any way whatsoever with the business or operations of the J.P.Morgan.

B5. Leave

B5.1 Annual Leave

- a) Your annual leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time. You will be entitled to annual leave with full pay in every calendar year, to be applied and taken in accordance with applicable law and JPMorgan Chase internal policies that are in force and amended from time to time. The Company will be entitled to determine when this is taken although, as far as possible, arrangements will be made to suit your convenience. J.P. Morgan encourages you to use your annual leave entitlement for each calendar year in that calendar year.
- b) After a notice of termination has been given, you will not be entitled to take annual leave notwithstanding any approval given before the date of the notice of termination unless the Company in its discretion otherwise determines.
- c) You must comply with the Company's 'consecutive days leave' policies.
- d) For the calendar year during which your employment with the Company commences or terminates, you will be entitled to such proportion of your annual leave entitlement as the period of your employment in each such year bears to one calendar year. Upon termination of your employment for whatever reason you shall, if appropriate and permitted under the law, either be entitled to a payment in lieu of any outstanding annual leave entitlement or be required to pay to the Company any salary received in respect of annual leave taken in excess of your proportionate annual leave entitlement.

B5.2 Sick Leave

Your sick leave entitlement will be subject to relevant legislation and JPMorgan Chase internal policies that are in force and amended from time to time.

B5.3 Suspension Leave

J.P. Morgan has the right to suspend you from your work duties with full pay where the Company considers it necessary to investigate any allegation of misconduct or impropriety on your part. Such right shall be exercised at the Company's sole discretion.

B6. Confidentiality

You acknowledge that a vast amount of privileged and confidential information will be disclosed to you in course of your employment with the Company and during your employment with the Company and thereafter, you shall keep secret and shall not at any time (whether during or after the period of your employment) use for your own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods and plans, financial matters, client lists, investments, marketing plans, personnel matters or other information which you knew or reasonably ought to have known to be confidential concerning the business or affairs of the Company or any other member of the Group or any of their related companies, clients or suppliers.

You agree to abide by the specific provisions on the use of confidential information in the Company's policies and Group code of conduct.

The restriction contained in this paragraph shall not apply to any disclosure or use authorised by the

Company or required by law.

B7. Return of Company Property

You acknowledge that any privileged or confidential information disclosed to you in the course of your employment with the Company remains the exclusive property of the Company and whenever requested by the Company and/or J.P. Morgan and in any event upon the termination of your employment, you will promptly deliver to the Company and/or J.P. Morgan all documents and other materials (whether originals or copies or in hard copy or electronic form) concerning the Company and/or J.P. Morgan or their respective clients and suppliers, which may have been prepared by you or have come into your possession, custody or control in the course of your employment with the Company. This includes, without limitation, any confidential information, lists of clients or suppliers, correspondence, electronic equipment, computer software or hardware, staff identity cards card and other property used in connection with the operations of the Company and/or J.P. Morgan. You will not be entitled to, and will not retain, any copies, title and copyright in such correspondence and other documents, papers, records and property are vested in the Company and/or J.P. Morgan.

B8. Post Employment Restrictions

B8.1 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company any Critical Person.

B8.2 For a period of three months commencing on the Relevant Date, you shall not directly or indirectly (whether on your own account, for or with any other person, firm or company) solicit or endeavor to entice away from the Company or any other Group Company the business or custom of any Restricted Client.

B8.3 The duration of the restrictions will be reduced by any period of notice that you work out or any period of garden leave as provided in this offer letter.

B8.4 In this paragraph B8:

- a) "Critical Person" means any person who was an employee or director of the Company or any other Group Company at any time within one year prior to the Relevant Date who had access to trade secrets or confidential information of the Company or any other Group Company. This includes knowledge of, involvement with or influence over suppliers or clients of the Company or any other Group Company with whom you worked at any time during that period.
- b) "Group Company" means the Company, its ultimate holding company, any subsidiary of the Company and any holding company from time to time. "Subsidiary" and "holding company" shall have the same meaning as in the relevant companies' legislation.
- c) "Restricted Client" means any person:
 - i) who in the one year before the Relevant Date was a client of, or has dealt with, the Company or any other Group Company; and
 - ii) with whose custom or business you, or persons reporting to you, were personally involved with during the period of one year prior to the Relevant Date;
 - iii) but does not include publicly known institutional clients which you serve subsequent to your employment with the Company without the use of confidential or proprietary information of the Company and J.P. Morgan.

- d) "Relevant Date" means the date your employment with the Company or the Group terminates for whatever reason.

B8.5 You acknowledge and agree:

- i. that each of the foregoing paragraphs constitutes an entirely separate and independent restriction on you;
- ii. that the duration, extent and application of each restrictions, obligations and undertakings are reasonable and necessary to protect legitimate interests of the Company and J.P. Morgan, considering, among other things, that the Company has commercial dealings with business partners throughout the world and that you will regularly be dealing with such partners as part of your duties and you understand that it does not by any means prevent you from earning a living in a satisfactory way;
- iii. that, if any such restriction (or parts of a restriction) shall be adjudged by any court of competent jurisdiction to be void or unenforceable, the validity or enforceability of the remaining restrictions (or parts of a restriction) shall remain in full force and effect as if the unenforceable parts had been deleted. Damages may be an inadequate compensation for breach of any of the restrictions in this paragraph and, subject to a court's discretion, in the event of any actual or threatened breach of any provision of this paragraph, you agree that the Company shall be entitled to (on behalf of itself and on behalf of any other Group Company) restrain, by injunction, equitable relief or similar remedy, any conduct or threatened conduct by you. You expressly submit to the jurisdiction of any court of competent jurisdiction for this purpose, and in the event you receive from any person an offer of employment (whether oral or in writing and whether accepted or not), either during your employment or the continuation in force of all or any of the restrictions applicable to you, whether pursuant to this letter or the Code of Conduct, you shall provide to the person making such an offer of employment a full and accurate copy of the then current restrictions applicable to you.
- iv. that any benefit given or deemed to be given by you to J.P. Morgan under the terms of this paragraph is received and held on trust by the Company for the relevant J.P. Morgan group company. You will enter into appropriate restrictive covenants directly with other J.P. Morgan group companies if asked to do so by the Company.
- v. that your employment with the Company and the compensation paid and/or payable to you by the Company shall be sufficient consideration for the purposes of this clause. You further agree and acknowledge that the limitations as to time and the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they unreasonably impose limitations on your ability to earn a living.
- vi. that this offer letter constitutes a valid, legally binding and enforceable obligation on you and this document is not in violation of any applicable law.
- vii. that any breach or threat of breach on your part of any one of such obligations and/or undertakings would cause serious harm to the Company or J.P. Morgan which may then institute any legal recourse against you that is deemed appropriate and/or recourse in damages, without further notice or delay.
- viii. that you shall not assign this offer letter or the rights and/or obligations hereunder. The Company may assign its rights and obligations herein in all circumstances without your consent, including in connection with any sale, transfer or disposition of all or substantially all of its business and operations and its assets, in which case the Company's rights and obligations shall vest to the successor.
- ix. in addition, you agree and acknowledge that the potential harm to the Company of the non-enforcement of this clause outweighs any potential harm to you and that you have given careful

consideration to the restraints imposed upon you by this clause and that you are in full agreement as to their necessity for the reasonable and proper protection of the Company's interests. You expressly acknowledge and agree that each and every restraint imposed by this clause is reasonable with respect to subject matter, time period and geographical area.

B9. Code of Conduct and Staff Regulations and Affirmation

B9.1 It is a condition of your continuing employment and it is your obligation that you comply with:

(a) the Code of Conduct (as amended from time to time or superseded). At the time of acceptance of the offer of employment and on a periodic basis, you will be required to sign an affirmation (or reaffirmation) confirming your understanding and compliance with the provisions of the Code of Conduct; and

(b) the Company's other internal policies and procedures and all relevant policies and procedures for the line of business in which you are to undertake work.

B9.2 The Company shall be entitled at any time to amend the Company's internal policies and procedures (including but not limited to the Code of Conduct), the benefits set out in the Appendices and other staff regulations, as well as to put in place new policies as the Company sees fit. Any such amendments shall be notified in writing to each employee and shall on provision of such notice, become legally binding.

B9.3 The Company's Human Resources work policies are set out in the me@jpmc website, as amended from time to time. Please take time to familiarise yourself with these policies when you begin your employment.

B9.4 To the extent that the contents of policies or procedures refer to obligations on the Company, you agree that they are guides only and are not contractual terms, conditions or representations on which you rely.

B10. Working Hours

B10.1 The total of your official working hours (excluding one hour lunch daily) is 40 hours per week. Your local business management will schedule your work hours, which depend on the needs of the business and may be outside of these core hours.

B11. Retirement Benefits

B11.1 Your entitlement to Provident Fund and Gratuity will be subject to relevant legislation and the Company's Human Resources policies that are in force and amended from time to time.

B12. Miscellaneous

B12.1 This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in it. You acknowledge that you have not been induced to enter into this letter by any representation, warranty or undertaking not expressly incorporated into it.

B12.2 If any paragraph (or part of any paragraph) of this letter is invalid or unenforceable, the validity or enforceability of the remaining paragraphs (or parts of a paragraph) shall not be affected and the other paragraph (or parts of a paragraph) shall remain in full force and effect as if the invalid or unenforceable parts had been deleted. This letter shall remain in full force and effect and survive the termination of your employment for any reason whatsoever.

B12.3 If, during your employment with the Company, you become indebted to the Company or are overpaid any amount for any reason, the Company will be entitled to recover that amount from you. The Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you, including any final salary payments due to you on the termination of your employment, and collect any remaining balance from you.

B12.4 The Company may, in connection with your employment, receive personal data relating to you or your family. Such data may be received from you, or from other sources including third party sources. The Company may process your personal data for the purposes of your employment and the operation of the Group's business and as set out in the Code of Conduct and relevant Privacy Policies and Privacy Handbook. You hereby consent to the processing, storage and transfer of your personal data (including transfer worldwide amongst members of the Group).

B13. Contract Execution

B13.1 You acknowledge and agree that:

- (a) This letter may be delivered in a digital or physical format. Subject to any applicable law, where the letter is provided in a digital format, you acknowledge and agree that it is being executed electronically and that it is enforceable.
- (b) You have read and understood the terms of this letter and have been provided with an opportunity to review and discuss the terms of it with advisors, if you so desire.
- (c) Should any further assurances be required or sought by the Company, you shall in good faith perform such further actions (including executing a physical copy of this letter)

B14. Governing Law and Jurisdiction

This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India. You and the Company submit to the non-exclusive jurisdiction of the Bengaluru courts in relation to any dispute arising in connection with your employment and this letter.

APPENDIX C - SYSTEMS MONITORING ACTIVITIES AND CROSS-BORDER TRANSFERS, PERSONAL ACCOUNT DEALING POLICY, AND CODE OF CONDUCT

Appendix: Systems Monitoring Activities and Cross-Border Transfers:

The following provides a summary of how JPMorgan Chase & Co., its affiliates and its subsidiaries and the entity that employs you, or for which you provide services (collectively, "JPMC"), conducts Systems monitoring. JPMC may conduct monitoring to the extent permitted by applicable law.

JPMC conducts monitoring of JPMC's physical facilities and its equipment and systems (collectively, the "Systems"). System monitoring applies to your JPMC equipment, your personal equipment when accessing the Systems, and the communications, information, and materials conveyed or accessed using the Systems. Monitoring activities may include the monitoring and logging of traffic and usage data of all electronic communications; monitoring of telephone calls to or from JPMC work telephones as permitted by applicable laws and subject to any required notices; monitoring of the contents of electronic communications, files, databases, applications, and internet usage; and logging hours worked and physical presence at JPMC's facilities if applicable. JPMC may at all times monitor, access, retrieve, record and review information obtained from the monitoring activities for various purposes, such as preventing and investigating activities

that may violate JPMC's policies and ensuring compliance with legal or regulatory obligations. While conducting monitoring activities, JPMC may obtain and process personal information about you and others that may reside on the Systems.

The monitoring activities (including JPMC's collection and processing of personal or other information) are required for purposes of your employment or work assignment to promote adherence to applicable policies and regulations. Subject to applicable laws and regulations, if you object to this processing, JPMC may prohibit you from using the Systems; terminate offers of employment or work assignment; and, for employees, take disciplinary action against you, up to and including termination of your employment with JPMC.

JPMC may disclose the information it obtains in connection with monitoring activities to JPMC affiliates and to third parties, service providers, regulators, supervisory bodies, law enforcement and other government agencies. Information obtained from the monitoring activities may be used as the basis to take disciplinary actions, up to and including termination or other legal action, for violations of JPMC's policies or applicable laws.

In addition to the monitoring activities discussed above, JPMC may obtain and store other information related to your employment or other working relationship, such as your compensation information, performance information, benefits information and other workplace-related data. JPMC may transfer such information, and the information it obtains in connection with monitoring activities, to countries other than the country in which the information originally was collected, including to the United States.

Understanding Obligations under the Firm's Personal Account Dealing Policy (PAD):

The Personal Account Dealing Policy (Policy) of JPMorgan Chase & Co. (firm or JPMC) is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities.

PAD Compliance will notify you if the position you are being offered is considered to be subject to the Policy. You will remain subject for the duration of your time working in a subject group, unless notified otherwise of a change in subject status. Unless otherwise notified, you will continue to be subject to the provisions of the Policy even during leaves of absence from the firm, including, but not limited to, garden leave or medical leave.

You as well as your Connected Persons are subject to the provisions of this Policy and will need to be familiar with the obligations set forth in this policy. Connected Persons includes your spouse, domestic partner or minor children (even if financially independent) as well as anyone to whom you provide significant financial support or for which you, or anyone listed above, has or shares the power, directly or indirectly, to make investment decisions.

Once subject to the Policy, you must disclose and certify your Covered Accounts (which include accounts of your Connected Persons). You will be required to maintain your self-directed Covered Accounts with one of the firm's Approved Brokers and preclear all purchases, sales, pledges and gifts (received and given) of publicly traded and privately held financial instruments, unless listed as specifically exempt. Pre-approval confirmations must be received prior to executing the trade or investment. The firm may impose periodic restrictions on personal trading in certain financial securities. These restrictions can apply to all firm subject Workforce Members and their Connected Persons or may be limited to certain groups. Subject Workforce Members and their Connected Persons are not permitted to recommend or transact in the financial instruments of an issuer while in the possession of material non-public information (MNPI) regarding that issuer.

If you are a seasonal or short term employee the following requirements will apply:

JPMorgan Chase requires that seasonal workers refrain from trading in Covered Accounts for the time period that you are employed in a short term training program. Please verify that you will comply with the following personal trading requirements:

1. For the duration of the short term program I am joining I will not trade in any of my Covered Accounts
2. I understand that the Firm has the right to request account information for any of my Covered Accounts
3. If there is an extenuating circumstance that would compel me to place a trade in my Covered Accounts, I will obtain pre-approval of the trade by the Personal Account Dealing Group and I would be responsible for supplying all confirmations and statements to the Personal Account Dealing Group for that trade

*The term Covered Accounts refers to any securities accounts no matter where they are located and includes, but is not limited to, those accounts that are established, maintained or controlled (either directly or indirectly) by you, your spouse, domestic partner or minor children (even if financially independent), anyone to whom you provide significant financial support, and in which the employee has a direct or indirect financial interest.

Global Personal Trading Policy:

The Personal Account Dealing of JPMorgan Chase & Co. is designed to help prevent and detect violations of securities laws and industry conduct standards and to minimize actual or perceived conflicts of interest that could arise due to personal investing activities. This Policy includes requirements for disclosing Covered Accounts, maintaining certain accounts at one of the firm's Approved Brokers, preclearing trades, and restrictions and prohibitions on certain types of trading activity. This Policy is subject to any applicable local laws and rules and should be read in conjunction with Supplements (regional/LOB) as well as the firm's Code of Conduct.

Conflict of Interests and Outside Interests:

Under JPMorgan Chase & Co.'s (JPMC) Code of Conduct, employees are responsible for avoiding activities or relationships that might affect their objectivity in making decisions as an employee. Employees are not permitted to allow their personal interest to conflict, or appear to conflict, with their JPMC role and responsibilities.

Outside Interests include second jobs, not for profit activities, government positions, and positions with external companies and organizations as a director, officer, advisor, sole proprietor, consultant or owner of any business. Outside Interests may result in an actual or perceived conflict as interest. Where actual or potential conflicts of interest cannot be mitigated, you may be required to discontinue the activity or dissolve your investment.

Employees are required to seek preclearance prior to engaging in Outside Interests or immediately upon joining JPMC. Where preclearance is not required, employee must adhere to all restrictions and conditions outlined in Section 5 and 6 of the Outside Interest Policy.

Conflicts of interests may also arise from: (1) personal and business relationships; (2) the exchange of gifts and business hospitality; (3) political engagement; and (4) personal finances. Employees should avoid activities or relationships that might affect their objectivity in making decisions on behalf of JPMC or undermine their credibility. Employees may never place personal interests ahead of our clients' interests. All potential and actual conflicts must be escalated to your manager for review and mitigation.

Acceptance and Code Affirmation:

Upon signing this letter I accept the terms and conditions described above.

I hereby affirm that I have read, understand, and am in compliance with the JPMorgan Chase ("JPMC") Code

of Conduct and all internal JPMC policies that apply to me. I agree, as a condition of my employment, to remain in compliance with the Code of Conduct and all applicable JPMC policies.

I understand that I must conduct myself in a way that is consistent with the Code of Conduct, demonstrating compliance with the principles and intent of the Code of Conduct, and applicable laws and regulations.

I also affirm that I have reported any potential or actual violations of the Code of Conduct, JPMC policies, or laws or regulations applicable to JPMC's business, as required by the Code of Conduct. I understand that failure to do so can result in disciplinary action, up to and including termination of employment.

I understand that the Code of Conduct may be updated periodically, as necessary; and that the current version is posted on the JPMorgan Chase intranet as well as on its public website.

Independent Auditor Tax Services to Employees of JPMorgan Chase and its Affiliates:

To be in compliance with the Public Company Accounting Oversight Board (PCAOB) Rule 3523, it is JPMorgan Chase's (JPMC) policy that PricewaterhouseCoopers (PwC) cannot provide any tax services to employees of JPMC or any of its controlled entities (hereafter referred to as JPMC employee). This restriction is regardless of whether the individual is in a financial reporting oversight role or not, and whether PwC is engaged by the individual or by JPMC. PwC is also prohibited from providing any tax services to a spouse of a JPMC employee if the work is related to a joint tax return. Exceptions to this policy will be reviewed on a case-by-case basis and will require the approval of the JPMC Controller.

APPENDIX D – SPECIFIC CONSENTS

You are required to provide specific consents in accordance with the applicable laws, details of which are provided in Annexure 1 and 2 respectively. It is essential that you carefully read/understand and specifically agree to the same.

Annexure – 1

Please read the following statements carefully. The term "J.P. Morgan" as used in these statements, refers to and is defined as including, either jointly or individually, J.P. Morgan Chase & Co., and/or any of its subsidiaries and affiliates and related body corporates (as defined in the Corporations Act, 2001 (Cwlth)), and/or their respective officers, agents, or employees.

Verification: The information I have provided in this Statement of Information is accurate to the best of my knowledge and subject to verification. I understand that any untrue statement or misrepresentation of fact in any of these statements to any extent, at J.P. Morgan sole discretion, may be grounds for terminating my employment with J.P. Morgan with immediate effect in accordance with the terms and conditions set out in J. P. Morgan Offer Letter.

Security Procedures: At all times during the performance of services for J.P. Morgan, I shall abide by all applicable J.P. Morgan security standards, guidelines and procedures, including, where applicable, those set forth in J.P. Morgan Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual.

Ownership of Intellectual Property: I hereby agree that J.P. Morgan shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with J.P. Morgan or within six months after termination of such employment if the same is related to the course of my employment ("Developments"). In connection therewith, I hereby assign to J.P. Morgan, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be

entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with J.P. Morgan are protectable by Section 195awa of the Copyright Act, 1968 (Cwlth). I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to J.P. Morgan. The records will be in the form of notes, sketches, drawings, and any other format as J.P. Morgan shall reasonably request and/or specify during the term of my employment. I agree to, during and after such period, assist and co-operate fully with J.P. Morgan Chase (entirely at its expense) to do any and all acts to obtain and protect J.P. Morgan rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("Intellectual Property Rights"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which J.P. Morgan shall deem necessary in order to apply for and obtain or assign to J.P. Morgan the Intellectual Property Rights. I understand and agree that all such Developments shall be and remain the property of J.P. Morgan regardless of whether or not patented or registered for copyright and that my obligation to execute or cause to be executed, any instrument or papers shall continue after the termination of my employment with J.P. Morgan.

Moral Rights: I consent to do all such acts and deeds and fully assign to J.P. Morgan any and all moral rights in respect of all Developments and works made or to be made by me in the course of my employment with J.P. Morgan. I agree and acknowledge that I may be required to submit my name, likeness, statements, voice, photographic image, videos and any other information or material ("Material") to J.P. Morgan from time to time in relation to my employment with to J.P. Morgan. I hereby understand, fully agree and freely consent to and I represent and warrant the following to and for the benefit of to J.P. Morgan:

I have full legal authority, including all necessary intellectual property rights, to submit this Material to J.P. Morgan on behalf of myself or anyone depicted in the Material. If this Material contains any name or likeness of an individual under the age of 18 years or an incapacitated adult, I represent and warrant that I have the full legal authority to submit this Material on their behalf.

If I have voluntarily agreed with/been engaged by J.P. Morgan to create any Material, I hereby expressly undertake to hand over all the Material to the designated representative of J.P. Morgan and irrevocably consent to the use, publication, retention and /or destruction of the same by J.P. Morgan. I hereby grant to J.P. Morgan all right, title and interest in and to the Material without royalties or other compensation and agree that J.P. Morgan alone has the exclusive right to create copies of the Material, prepare derivative works based on the Material, distribute copies of the Material and / or publicly display.

In the event I have created the Material, I confirm and agree that the Material is my own original work, is not copied, and does not contain any third-party materials and/or content that I do not have permission to use. I further warrant and represent that the Material is not obscene, defamatory or in breach of any applicable legislation or regulations.

I consent and grant permission to J.P. Morgan and any applicable media agencies acting on behalf of J.P. Morgan, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use, reproduce, distribute and publish the Material or for any other information I provide in any media now or hereinafter developed for any purpose in which J.P. Morgan engages, including any promotion, advertisement or other conduct of trade, without royalties, payment or any other consideration. I irrevocably authorize J.P. Morgan to edit, alter, copy, exhibit, publish or distribute the Material for purposes of publicizing programs on the J.P. Morgan intranet or for any other lawful purpose in India and in any other country. I agree that the Material will not be returned to me. I waive the right to inspect or approve any finished product of the Material, including written or electronic copy, wherein my or that of any person's likeness appears.

I will not hold J.P. Morgan liable or responsible for the Material that are lost, delayed, misdirected or incomplete or cannot be delivered for any technical or other reason. J.P. Morgan shall not be liable for any loss

or damage resulting from submission or publication of the Material.

I, for myself and anyone entitled to act on my behalf, waive and release, to the maximum extent permitted by law, J.P. Morgan from any claims or liabilities of any kind arising in connection with the Material or the use thereof even though that liability may arise out of negligence or carelessness of any such party. This Agreement and Release Form may be asserted as a full and complete defense to, and may be used as the basis for an injunction against any claims, action or lawsuit alleged or brought by me against J.P. Morgan. The rights granted herein shall be binding upon my estate, heirs and assigns.

This Agreement and Release is deemed to be made under and shall be construed according to the laws of India and subject to the exclusive jurisdiction of Mumbai Courts. J.P. Morgan – Pre Employment Screening

Confidentiality of Information: I agree that I shall hold on trust for J.P. Morgan Chase & Co, including its subsidiaries and affiliates (respectively or jointly) (JP Morgan) and shall not use, except for the purposes of the performance of my duties during my employment with J.P. Morgan, or disclose to any other party any Confidential Information (as such term is hereinafter defined) which may be disclosed to or created by me in connection with the course of my employment with J.P. Morgan. As used herein, the term "Confidential Information" means any information which relates to confidential, proprietary and/or trade secret information in oral, demonstrative, written, electronic, graphic or machine readable form contained in any documents, manuals, diskettes and other storage medium including but not limited to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures, know-how, inventions, training methods or other information relating to the business and other operations of either J.P. Morgan, any affiliate of J.P. Morgan, or any client, customer or vendor of J.P. Morgan and all copies and reproductions thereof, whether or not owned or developed by J.P. Morgan, except such information which is in the public domain at the time of its disclosure to me or which subsequently enters the public domain other than as a result of a breach of duty on my part. I agree that, upon J.P. Morgan written demand for whatever reason, I shall immediately deliver to J.P. Morgan any and all notes, drawings, documents, manuals, diskettes and other m

copies or excerpts thereof and confirm to J.P. Morgan, in writing, the return or destruction of the same. I acknowledge that my right to retain and/or use the Confidential Information shall terminate forthwith upon J.P. Morgan written demand and I shall immediately cease to use the Confidential Information. The obligations imposed by this clause shall survive the term of my employment with J.P. Morgan with respect to the performance of services, or of my employment or assignment to render services in connection therewith. I understand and agree that any breach of these confidentiality obligations will cause J.P. Morgan irreparable damage and J.P. Morgan shall have the right to enforce the provisions of this paragraph by means of injunctive relief including specific performance.

Annexure- 2

Consent for Use, Transfer and Verification of Personal Data

1. This consent is for collecting, using, holding, receiving, possessing, storing, dealing, transferring, disclosing or handling ("Use") your Personal Information (defined below) (including your Sensitive Personal Data or Information(defined below)) from you (collectively, "Personal Data") in connection and during your employment with J. P. Morgan Services India Private Limited ("Company")("Consent").
2. You understand and give consent that during the course of your employment, whether direct or indirect, the Company will U s e your Personal Data or any other related document/agreement for the purposes set out below or for any purpose ancillary or incidental thereto as may be relevant for the Company for its business purposes in the course of my employment ("Purpose"):
 - 2.1 personnel administration, including administration of certain employee benefits such as medical and

insurance benefits;

- 2.2 processing applications for employment and regulatory licensing (if applicable);
- 2.3 compensation related activities, including reviewing salaries, bonuses and other benefits administration and attachment of wages/salaries to comply with legal obligations;
- 2.4 job grading, recruitment activities and employment background checks;
- 2.5 performance and talent management, consideration for promotion, training, termination or any relevant decision-making for the ongoing management of the employment relationship;
- 2.6 consideration of eligibility and administration of staff loans and other benefits;
- 2.7 training and monitoring compliance with internal policies of the Company, JPMorgan and applicable laws;
- 2.8 internal and inter JPMorgan for matching procedures;
- 2.9 processing payroll or tax or other employment and statutory benefits;
- 2.10 providing employee references (with consent from employee);
- 2.11 complying with mandatory reporting obligations and other legal requirements and disclosures required by law enforcement agencies;
- 2.12 enabling you to discharge your business duties, including to procure a consumer report or an investigative report for;
- 2.13 any other lawful purpose connected with a function or activity of the Company; and/or
- 2.14 any other purpose required under any law for the time being in force.

"Personal Information" means any information that relates to you, which, either directly or indirectly, in combination with other information available or likely to be available with JPMorgan, is capable of identifying you. "Sensitive Personal Data or Information" means such personal information which consists of information relating to your:

- (i) password;
- (ii) financial information such as Bank Account or credit card or debit card or other payment instrument details;
- (iii) physical, physiological and mental health condition;
- (iv) sexual orientation;
- (v) medical records and history;

- (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to the Company in relation to your employment or contractual relationship with the Company; and
 - (viii) any of the information received under above clauses by the Company for processing, stored or processed under lawful contract or otherwise.
3. You understand and give consent that your Personal Data collected by the Company will be handled in accordance with the reasonable security practices and policies and procedures of the Company and JPMorgan and that the procedures and policies may change from time to time and that it shall be your responsibility to keep myself updated on the same.
 4. You understand and give consent that the Personal Data collected from you by the Company may be transferred or disclosed by the Company, when such transfer or disclosure of Personal Data is necessary for the Purpose stated in Clause 2 above, to:
 - 4.1 any of its affiliates, subsidiaries, associate companies or branch in the JPMorgan group of companies ("JPMorgan"), whether in India or any other country;
 - 4.2 any agent, contractor, or third party service provider who provides administrative, telecommunications, computer or other services to JPMorgan in connection with the operation of its business;
 - 4.3 any other person under a duty of confidentiality to JPMorgan, which has undertaken to keep such information confidential, including clients of JPMorgan;
 - 4.4 any person seeking employee references;
 - 4.5 any actual or proposed purchaser of all or part of the business of JPMorgan or, in the case of any merger, acquisition or other public offering, the purchaser or subscriber for shares in any entity which is part of JPMorgan;
 - 4.6 third parties in the form of directories of names and office telephone numbers of key officers of JPMorgan for promotional and administrative purpose; and
 - 4.7 any statutory, regulatory, governmental authority, body or association and/or to other third parties where such disclosure is required by applicable law or regulation.
 5. You give consent to the Company, JPMorgan and any adviser, agent, contractor, service provider of JP Morgan or any persons or organizations acting on its behalf, to verify and process information and documentation presented by you or any other third party on your employment application/resume and relating to your engagement with JP Morgan (including Personal Data and complete details of your).
 6. You hereby grant authority for the bearer of this Consent, with immediate effect, to access or be provided with details of your previous employment records held by any company or business for whom you have previously worked.
 7. Upon a request made by you, you may review the Personal Data provided by you to the Company in order to ensure the authenticity of such Personal Data. In the event, any Personal Data provided by you to the Company is found to be inaccurate or deficient, you may request the Company to correct or amend the records as feasible and in accordance with the internal policies and process of the Company. It is your responsibility to keep the Company updated with regard to your Personal Data as and when there is a change in the information provided by you to the Company. The Company shall not be responsible for the

authenticity of the Personal Data provided by you. Failure to provide Personal Data or failure to provide consent to the Company or withdrawal of consent given to the Company required for the Purpose stated in Clause 2 above or such other purpose as the Company may notify to you from time to time may result in the Company being unable to process the job application or continue to have you in employment with the Company or provide employment related benefits.

8. You understand, agree and given your consent to the Company to appoint or replace any person (if any), collecting, processing or retaining the Personal Data in its sole discretion.
9. You agree that you will not withdraw your consent provided hereunder unless the same is communicated to the Company in writing. You further understand and agree that notwithstanding the fact that you may withdraw your consent, the Company (and any entity to which the Company may have transferred the Personal Data to) may need to retain/share/disclose your Personal Data, if required under any law for the time being in force.
10. You understand that the Personal Data collected from you is required in connection you're your employment with the Company. In the event that you withdraw such consent, notwithstanding anything to the contrary that may be contained in any statement, agreement, affirmation, undertaking or letter in regard to your employment with the Company, the Company would have the absolute right to discontinue providing such services/ benefits/ amenities in connection to which the Personal Data was collected and take any other action in this regard on just and reasonable grounds without any further notice or liability.
11. Requests for access to Personal Data or correction of Personal Data, or for information regarding policies and practices of JPMorgan and kinds of Personal Data collected and stored by the Company must be made in writing to accessHR at links to which are available on the Company's Intranet and marked to the attention of the "Data Privacy Officer".
12. You agree that in the event that you have any reasonable queries / objections in relation to any of the aforesaid, you will bring the same to the attention of the Company in writing.

J.P. Morgan Services India Private Limited
Corporate Identity Number : U72900MH2000PTC124073

Registered Office: Prism Towers, Level Nos. 9 to 11, Link Road, Mindspace Goregaon (West), Mumbai - 400 104, India
Telephone: +91-22-6157 3000 Facsimile : +91 22 6125 0000

By entering my first and last name below I am confirming my acceptance for this role based on the job offer presented to me, and am agreeing to be bound by the terms & conditions contained in the offer letter.

Accepted By: Sreekesh Iyer

Accepted Date: 2023-05-12T10:56:40.794+00:00

IP Address: 103.173.241.172



Offer: Computer Consultancy
Ref: TCSL/DT20223204333/Mumbai
Date: 24/11/2022

Ms. Vaibhavi Jitendra Jadhav
001, Shreeji Regency 90 Feet Road, Gavanpada,
Behind Gavanpada Fish Market, Mulund East,
Mumbai-400081,
Maharashtra.
Tel# 91-9324216618

Dear Vaibhavi Jitendra Jadhav,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xplore Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Vaibhavi Jitendra Jadhav
Designation	Assistant System Engineer-Trainee
Institute Name	Vivekananda Education Society'S Institute Of Technology, Chembur

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Serives, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Barclays Global Service Centre Private Limited

Registered Office: 5th to 12th Floor (Part)

Building G2,

Gera Commerzone SEZ,

Survey No. 65,

Kharadi,

Pune – 411014

CIN – U72200PN2007FTC132479

Tel: +91 20 67160007; Fax+91 20 67161800

www.barclays.com

25 April 2023

Ajay Prakash Kachhela
Flat No-5, 2nd Floor, Vicky Manoj Apt,
Near Khemani Bus Stop, Ulhasnagar,
Thane
421002

Dear Ajay Prakash,

Following our recent discussions, we are delighted to extend an offer of employment to you.

Enclosed are a Summary of Key Terms, any applicable Schedules and Detailed Terms and Conditions which set out important conditions relating to your employment and which, together, form your employment terms with Barclays ("**Employment Letter**").

The Employment Letter refers to the Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) as these are a central part of everything we do. The Values as well as our purpose and behaviours, will have formed a key part of your selection process when being offered a role at Barclays. You will be expected to act in accordance with the Values as a Barclays employee, and in particular, to follow our Code of Conduct (known as the Barclays Way). More information on this, and how we 'live' the Values will be available prior to and on joining Barclays.

This offer is conditional upon you satisfying Barclays recruitment and screening conditions and procedures and where applicable, the appropriate regulatory approvals. To start the process you will need to complete an application form. If you have not already received it, you will receive a link to the site shortly.

On or before your first day of employment, you will need to provide written documentation which proves your eligibility to work in India. You will also need to sign one copy of your Employment Letter (enclosed) confirming, that you have read, understood and accept the terms. You must return this on your first day of employment.

We look forward to welcoming you to Barclays.

Yours sincerely

Sarada Srinivas
Head – HR Operations and Payroll

Summary of Key Terms

Introduction to this Section

This section is intended as an "at a glance" summary of the key terms of the offer to you. You must, therefore, read these terms in conjunction with any applicable Schedules and the enclosed Detailed Terms and Conditions which together comprise your Employment Letter.

Name Ajay Prakash Kachhela

Employing Company Barclays Global Service Centre Private Limited ("the Company")

Position Your role will be Explorer Graduate (Tech Analyst), BA3 (or equivalent), or such other role as the Company reasonably decides from time to time.

Start Date 24 July 2023, or such other date agreed between us in writing, subject to the pre-employment conditions being met to the Company's satisfaction. Your start date for the purposes of continuous employment is as set out above.

In addition to the terms set out elsewhere in the Agreement, this offer of employment is contingent upon successful completion of your current degree prior to your anticipated start date. Successful completion of your degree means that it is completed within the specified timelines highlighted in your application and that your final degree classification matches or exceeds the predicted results stated in your application to Barclays. It is your responsibility to inform our recruitment team immediately, if you suspect that your grades will be lower than those predicted. Your start date for the purposes of continuous employment is as set out above.

Working Hours Your hours of work will be an average of 40 per week. Rest intervals and breaks are separate from the 40 hours of work.

The Company is operational 24 hours a day, 365 days a year, so depending on your business function, your working days and hours may involve day and night shifts, and working on weekends/weekly offs and holidays, as permitted under applicable laws. Your manager will inform you if you are required to work in a different shift.

You will devote sufficient time to your duties. Subject to applicable laws, you may be required to work such additional hours as are required for the proper performance of your duties as per any applicable Company policy, which may require that you attend the office, or be available to fulfil your function, outside normal hours and days. Your working hours can be varied by the Company at its discretion, with reasonable notice and in accordance with applicable laws.

Initial Place of Work You will initially be based in LTS – Barclays Global Service Centre, Gera Commerzone SEZ, Survey No.65, Village Kharadi Pune 411014.

However, your place of work will be determined in line with the requirements of the scheme at Barclays' sole discretion. It is a condition of your employment that you agree that you may be required to work or travel to any branch or office (in India or overseas). Where you are required to work outside of India, additional terms and conditions may apply to your employment, which will be provided at the relevant time.

Probationary Period Your employment is subject to a probationary period of 6 months, or such additional period as the company may in its discretion consider necessary.

Salary

Components	In INR Per Annum
Basic salary	462,000.00
House Rent Allowance	231,000.00
Flexible Benefit Plan (see further "Statutory and other Benefits" below)	462,000.00
Annual Salary	1,155,000.00
Provident Fund (Employer's Contribution)	55,440.00
Gratuity (per Company policy)	22,212.00
Total Fixed Pay	1,232,652.00

Salary will be payable on a monthly basis, subject to applicable taxes, duties, cesses, and other statutory deductions, and is currently paid on or around the 24th (or the prior working day if the 24th is not a working day) of each month. The estimated CTC above does not create any contractual right to any such payment.

You may be eligible to receive discretionary allowances as mentioned above or otherwise, subject to and in accordance with the Company's policy on such allowances / flexible benefit pay component of the salary, subject to amendment from time to time by the Company, to reflect changes in law, tax, or other reasons. These allowances may be reduced or withdrawn.

Your allowances will be paid along with your salary as mentioned above, subject to applicable taxes, duties, cesses and other statutory deductions.

Other Payments

The Company agrees to pay you a one-off non-pensionable scholarship and bursary payment of Rs.100,000.00(the "Scholarship and Bursary Payment") in recognition of your studying costs. The Scholarship and Bursary Payment will be paid within 90 days from your date of joining Barclays. The payment will be made subject to applicable tax and / or other withholdings or deductions as required by law or regulation.

As agreed by you, this Scholarship and Bursary Payment will be subject to your compliance with the following requirements:

You will be required to repay the Scholarship and Bursary Payment net of any taxes or other deductions or withholdings as required by law or regulation within 30 days of any of the following occurring:

- you have terminated your employment voluntarily (or have given the Company notice to terminate your employment) within 12 months of your start date; or
- you are dismissed for gross misconduct or fundamental breach of contract or for a serious breach of the Risk and /or Compliance requirements of the Barclays Group (or you have been given notice to terminate your employment for these reasons) within 12 months of your start date; or
- you fail to satisfy the pre-employment conditions of as set out in this Agreement or as otherwise determined by the Company.

The Company may adjust this repayment amount from any amount payable to you by any Barclays Group company. The Scholarship and Bursary Payment should not be interpreted as giving rise to any right to or legitimate expectation of any other award, nor is it any assurance as to the level of any award which may be made to you in future, which will be at the Company's discretion.

You were also given an opportunity to join your employment without the Scholarship and Bursary Payment and therefore your liability to repay the amount, as has been mentioned above, in no case to be considered as a deterrent to restrict your employment for a specific term.

Qualifications/ Examinations

It is a condition of your employment and continued employment with the Company that you successfully complete any professional qualification and/or examination as may be required and notified to you by the Company from time to time, including without limitation any qualifications or

examinations required by the Regulator. You will be expected to pass all exams within a predetermined period and/or within one or more sittings, which shall be set out in the Company policy.

Subject to the terms set out below and the Company policy, the Company will be responsible for the cost of any first attempts at any such qualification with our preferred provider, including study books and associated examination fees. You should refer to the Company policy for details.

If you do not pass any exam or obtain a qualification within the period specified or within the relevant number of attempts (which may in some cases only be one) the Company reserves the right to terminate your employment

In the event that your employment is terminated for gross misconduct, or if you resign from the Company or otherwise terminate your employment or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company, you will be required (except where a qualification or examination is required by the Regulator) to repay to the Company the following sums in full within 30 days:

- 100% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment at any time during your course of study, or within six months of completing your course of study, or if you fail to join the Company for any reason and / or you fail to satisfy the pre-conditions of employment as set out in this Agreement or as otherwise determined by the Company; or
- 50% of all fees and costs paid for by the Company in respect of any course of study if your employment is terminated for gross misconduct or you resign or otherwise terminate your employment within six twelve months of completing your course of study

Any such sums owed by you to the Company will be deducted from any sums due to you from the Company or, if such a deduction is not made, will be deemed to be due as a debt from you to the Company.

Discretionary Incentive Award

You may be eligible to be considered for a discretionary incentive award on an annual basis, at the absolute discretion of the Company and subject to you being eligible at the relevant time. Normally, awards are made in the first quarter, in respect of the previous financial year.

Statutory and Other Benefits

You will be eligible for various statutory benefits in accordance with the relevant laws. You will also be eligible to participate in the Company's benefits scheme, details of which are set out in the attached flyer which does not form part of your contract or have any contractual effect.

Any benefits are subject to the relevant policies/plans from time to time in force. The Company reserves the right to change the benefits or policies/plans from time to time.

If the Company pays or reimburses any expense on your joining the Company towards your relocation from your current place of stay to your place of posting as agreed between the Company and you, if your employment ends less than one year after the Start Date you confirm that you will pay to the Company (or alternatively Company may set-off against/ write off) any amount paid or reimbursed in respect of such relocation from the amount payable to you.

Annual Leave

You are entitled to avail annual leave which includes privilege leave, casual leave and sick leave entitlement in accordance with the applicable laws in the state of your Place of Work. Further details are included in the Detailed Terms and Conditions and on your intranet.

Notice Period

Either you or the Company may terminate your employment by giving two months written notice, however, the Company may terminate your employment with immediate effect in accordance with applicable Company policies.

Any reduction/ waiver to notice period shall be at the sole discretion of the Company. Company may adjust balance of annual leaves, while granting such reduction/ waiver.

Further information on Notice is included in the Detailed Terms and Conditions.

Overtime

Employees who are eligible under applicable laws to be paid Overtime for work beyond normal working hours, will be paid for the same in accordance to the applicable State laws at your Place of Work.

Further details in regard to Overtime are included within the Additional Time Guidelines available on the company's Intranet.

Data Privacy

The Company processes employee information for legal, regulatory, administrative and other purposes related to your employment and the conduct of the business of the Barclays Group (the "Agreed Purposes"). Processing includes obtaining, holding, editing, destroying and disclosing employee information to any Barclays Group company and its employees and/or any third parties (for example, insurers, pension scheme trustees, banks, auditors, consultants, lawyer/ law firm, business partners, suppliers and vendors engaged to provide products or services to the Company, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) for the Agreed Purposes ("Processing" or "Process").

For the Agreed Purposes, the Company may transfer employee information to any Barclays Group company and/or any third parties (for example, insurers, pension scheme trustees, banks, business partners, suppliers and vendors engaged to provide products or services to the Company, and other employers following a business transfer or merger) in order to Process employee information for the Agreed Purposes.

You confirm that you will provide your employee information to the Company and consent to the Processing of employee information for the Agreed Purposes. This may include transfers to recipients based in another country to your place of employment (either within or outside the European Economic Area) with different levels of protection of your personal data to India.

You confirm that the Company and/or any Barclays Group company may monitor and/or record your use of office equipment, for example, e-mail, internet (including chats and blogs), telephones and mobile telephones for the purposes of compliance with Company procedures and policies, maintenance, security and regulatory requirements or as permitted by law.

Aforesaid clause/ conditions shall apply to information relating to your family members/ relatives with respect to insurance policy, emergency contact details, etc., in accordance with prevailing Barclays'/ Company policy. It is your responsibility to inform such individuals that their data will be processed in this manner and to obtain their consent.

Confidentiality

It is important that you recognise that during your employment with the Company you will have access to, and be entrusted with, confidential information and trade secrets relating to the Company, the Barclays Group and any of our clients and customers. Both during and after your employment you must comply with all policies and procedures relating to confidentiality, confidential information and trade secrets and any stricter policy which applies to your role.

Post- Termination Restrictions

In protecting the interests of the Company, you must not, for a period of 3 months from the termination date of your employment:

- approach, solicit or deal with any person, firm, company or other entity who is or was a customer/supplier of Barclays Group and with whom you had material dealings within the 12 months period immediately prior to your termination.
- solicit or entice, or attempt to solicit or entice away or engage or employ any director, officer or employee in the Barclays Group

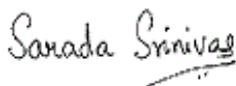
Full details of the restrictions you will be bound by are included in the Detailed Terms and Conditions.

Acceptance

In accepting the terms of this Employment Letter, you confirm that all information provided by you to us in connection with this offer of employment (including at interview) is true and not misleading. You further confirm that you will notify us of any change in that information between the date of this offer of employment and the Start Date and during the term of your employment with the Company, including any change in the information you provided during the pre-employment recruitment and screening process and any change in the circumstances of the termination of your employment with your current employer.

By accepting this offer, you accept that you are bound by the terms of this Employment Letter. This includes the Key Terms, any applicable Schedules and the enclosed Detailed Terms and Conditions. By accepting this offer, you further accept that you are bound by all applicable policies, guidelines, processes and procedures as amended from time to time and that you shall ensure that you acquaint yourself with the terms of all such policies, guidelines, processes and procedures. This Employment Letter set out the complete and exclusive terms and conditions between you and the Company and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of these terms. In the event of any conflict between the Summary of Key Terms and any applicable Schedule and the Detailed Terms and Conditions, the Detailed Terms and Conditions will prevail. In addition, by accepting this offer you will be deemed to confirm that you have received, read, understood, accept and will comply with the requirements detailed in the Detailed Terms and Conditions.

Yours sincerely,



Sarada Srinivas
Head – HR Operations and Payroll
25 April 2023

I have read, understood and accept the terms of this Employment Letter (including the terms set out in any applicable Schedules and the Detailed Terms and Conditions section). I have been given an option not to accept these terms and thereby, not to join the Company and to seek appropriate Legal advice to understand interpretation of these terms.

Signature: _____

Date: _____

Taleo Number: 00282848
Contract Type: India Grad Offer Letter

Detailed Terms and Conditions

Introduction

About the Detailed Terms and Conditions

The purpose of the Detailed Terms and Conditions is to provide you with the relevant information on what the Company and the Barclays Group expects from its employees.

The Detailed Terms and Conditions also set out a list of key practices, guidelines and processes that the Barclays Group has developed to reflect our values, purpose and behaviour and as part of our high performance culture and, in accordance with your contractual obligations, must be adhered to at all times. Further information and policies can be found on your own business unit intranet site.

It is important that we review our policies, practices, guidelines and processes to ensure that we stay at the leading edge, enabling us to be one of the most admired financial services companies in the world. From time to time, our policies and procedures do change and you must familiarise yourself with them on joining and periodically throughout your employment. References in the Detailed Terms and Conditions to a policy, practice, guideline and / or process generally are references to the relevant policy, practice, guideline and / or process in force at the relevant time.

These detailed terms and conditions also refer to the Barclays Values which must be adhered to at all times. The Barclays Values (Respect, Integrity, Service, Excellence and Stewardship) are set out on your own business unit intranet site.

You should also refer to Appendix 1 which sets out definitions of the terms used in the Detailed Terms and Conditions.

Your Detailed Terms and Conditions of Employment

1. Introduction to this Section

This section sets out your detailed terms and conditions of employment and should be read alongside your enclosed Summary of Key Terms and any applicable Schedules. These documents form your employment terms with the Company and are referred to in this document as "Employment Letter". By signing the Employment Letter you confirm that you have read, understood and accept the terms set out in the Detailed Terms and Conditions.

2. Pre-employment and ongoing conditions

- 2.1 Your confirmation in the employment will be subject to successful completion of the Probationary Period as mentioned in the summary of terms or such additional period as the Company considers necessary in its absolute discretion. Your employment shall be deemed to be confirmed automatically unless communicated otherwise in writing.
- 2.2 You understand that the Company's offer of employment is made to you subject to and conditional on the completion of certain pre-employment procedures and processes. You certify that the information that you have provided in connection with completion of the procedures and otherwise in connection with this offer of employment (including at interview stage) is true and accurate both at the time it is given and on the Start Date. The Company reserves the right to carry out screening checks on all employees, and such procedures may include but are not limited to:
 - (a) receipt of references and documentary proof that are satisfactory to the Company that you are legally entitled to reside and work in your country;
 - (b) completion of credit checks to the satisfaction of the Company;
 - (c) where criminal record checks are applicable to your role, completion of those checks to the satisfaction of the Company;
 - (d) if requested by the Company, a medical examination by the Company's medical advisers;
 - (e) where Regulator approval for your appointment is required and such approval is sought before your employment commences, such approval either (i) being obtained or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator; (iii) receipt of documentary proof that you hold the appropriate and relevant qualifications; and
 - (f) the Company receiving a signed copy of the Terms from you.
- 2.3 Whilst every effort will be made to complete all the checks and processes in the pre-employment procedures before your Start Date, this may not always be possible. In case you are employed prior to completion of the pre-employment procedure, the Company may terminate your employment at any time on minimum statutory notice if the check reports are not up to our satisfaction or the procedures are not completed within a reasonable period of time.
- 2.4 This offer of employment and your continued employment is also subject to your obtaining, holding and continuing to hold all applicable qualifications, licences and registrations as required by your role. Where Regulator approval for your role is required and such approval is sought after your employment commences, then your continued employment is conditional on such approval either: (i) being obtained; or (ii) not being withdrawn by the Company or a Barclays Group company following consultation with the Regulator (or other relevant regulatory body).
- 2.5 You shall be liable and responsible to inform and update your latest contact and address details, in the records of the Company, from time to time. Failure to comply may constitute gross negligence on your part.
- 2.6 You should not engage in any matter which would or could be anticipated to result in a conflict of interest between you and the Company.

2.7 This offer of employment and your continued employment is also subject to your successful completion of certain trainings (such as Communication & Culture and/or other process and policy trainings accreditations) that may be assigned to you by the Company from time to time. In case you remain absent for more than 2 days during these training programs or you become unable to qualify the trainings to the satisfaction of the Company, the Company shall have the sole discretion to take appropriate action including termination of your employment forthwith in accordance with provisions of Clause 18.1 (e) viii of the detailed terms and conditions of this Employment Letter. In case of your absence due to any personal emergency, your Line Manager shall on his/her sole discretion and upon evaluation of the reason of your absence, may recommend the Company to realign you for the next available training within a period of 30 days of your returning from absence. In case you are realigned for the next training as mentioned above, there may be possible change in process and/ or compensation on account of such realignment. If for any reason you do not agree to the realignment terms or no such realignment is possible within a period of 30 days of your returning from absence, the Company shall have the sole discretion to terminate your employment forthwith in accordance with provisions of Clause 18.1 (e) viii.

3. Place of Work and Mobility

Your place of work is as set out in your Summary of Key Terms. However you may need to travel to other locations and offices as reasonably required in the performance of your duties. You confirm that you will travel to such places (both inside and outside India) as the Company may reasonably require from time to time. Should the Company need to permanently change your place of work, you will be given reasonable notice of any such change (acceptable in e-mail/ letter format).

4. Duties

4.1 During your employment with the Company you confirm that you will:

- (a) act in a manner consistent with and which supports our values, purpose and behaviours and in particular the Barclays Values;
- (b) devote the whole of your working time and attention to the business of the Company and the Barclays Group;
- (c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business and that of the Barclays Group to the best of your ability and with integrity, due skill, care and diligence;
- (d) use your best efforts to promote and protect the interests of the Company and the Barclays Group and not do anything to harm those interests;
- (e) comply with all reasonable requests, instructions and regulations given by the Company and the Barclays Group and promptly provide such explanations, information and assistance as to your activities in the business of the Company and the Barclays Group as they may reasonably need;
- (f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Employment Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever provided always that such activities are in compliance with Barclays policies on outside or external business interests. This paragraph will not prevent you holding for investment purposes only, shares or securities which do not exceed three per cent (3%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange;
- (g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of the Barclays Group, its clients, customers or shareholders. Barclays recognises that, on occasion, a conflict of interest may arise which is unavoidable. In such circumstances you must make your line manager and local compliance control room or compliance contact aware of the issue immediately. You must not act in relation to the matter, without their written direction or approval; and
- (h) report any actual or proposed unlawful activity or behaviour affecting the Barclays Group by you or any other employee, officer, contractor of the Barclays Group or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to your HR Business Partner or a member of your Compliance team) immediately on becoming aware of it.

5. Salary and allowances

Your salary will be paid on a monthly basis on or around the last working day of each month and is subject to applicable taxes, duties, cesses and other applicable withholdings. All tax liabilities arising out of your entire remuneration package, present or future, shall be borne by you. Your salary and any allowances will accrue on a daily basis and will be paid pro rata if you are employed for part of a month.

Your salary will be reviewed annually without commitment to increase. The Company may deduct from any payments to you any money owed by you to any Barclays Group company in accordance with the applicable laws.

Your acceptance to these terms shall confirm your consent to the Company making payment of your salary, compensation, award, incentive/ bonus etc. by way of credit to bank account with the bank of Company's choice or via such other mode as the Company may deem appropriate.

6. Discretionary incentive award

- 6.1 You may be eligible to be considered for a discretionary incentive award on an annual basis. The value, form, conditions of delivery and timing of any such awards are at the Company's discretion. This discretion includes the right to make the award or a proportion of the award in a form other than cash, including an award of Shares and to defer an element of an award under the terms of a Barclays Group incentive plan.
- 6.2 Any discretionary incentive award will only be made if, at that time, you are in employment and are not under notice (whether given or received) nor under suspension or investigation for a regulatory or disciplinary matter.
- 6.3 If you are subject to any investigation or disciplinary process at the time when communication, payment or making of any payment and/or award would otherwise occur, then the delivery of that payment and/or award will be suspended. If on conclusion of any investigation and/or disciplinary process, you are dismissed for gross misconduct or cause and / or have committed any serious breach of the Risk and / or Compliance requirements of the Barclays Group, then no payment and / or award will be made to you. If no disciplinary action (or disciplinary action short of dismissal) is taken against you, then a payment and / or award may be made to you after the conclusion of that process. However, the amount of any award and / or payment to which you are entitled may be reduced by the Company in its sole discretion. For the avoidance of doubt, any award and / or payment may be reduced to nil in such circumstances.
- 6.4 Notwithstanding paragraph 6.3, any unpaid or unvested award (or portion of an unpaid or unvested award) may be reduced (to nil if appropriate) at the Company's discretion and to the extent permitted by applicable laws. For the avoidance of doubt, the Company may exercise its discretion including as a result of:
- (a) Barclays PLC or any subsidiary's financial statements having been materially restated for the period for which the award was made other than restatement due to a change in accounting policy or to rectify a minor error; or
 - (b) Your actions having, in the reasonable opinion of the Remuneration Committee, following consultation with the Company:
 - i. deliberately misled the management of the Company, the market and/or Barclays PLC shareholders regarding the financial performance of Barclays PLC or of any subsidiary;
 - ii. caused harm to the reputation of the Barclays Group;
 - iii. amounted to misconduct; negligence, incompetence or poor performance ("misconduct", "negligence", "incompetence", and "poor performance" as determined by the Remuneration Committee acting in good faith, following consultation with the Company); or
 - (c) The Barclays Group or any of its subsidiaries, in the reasonable opinion of the Remuneration Committee, following consultation with the Risk Committee, has suffered a material failure of risk management.
- 6.5 Should the Company become aware that the amount of any award that has been paid or released to you was calculated on the basis of any false, incorrect or misstated information, then, the Company may, within one year of any such payment or release being made, request that you will repay as a debt to the Company the amount (or any part of the amount) as may be determined in the Company's sole discretion and to the extent permitted by applicable laws. You confirm that in the event a repayment obligation arises the Company is authorised to deduct the appropriate amount from your salary or any other

amounts due to you (including in instalments) as it determines in its discretion and to the extent permitted by applicable laws.

- 6.6 A payment of cash and / or a release of Shares or other instruments under an award will be subject to tax and other applicable withholdings, taxes, duties, cesses, deductions and will be subject to the rules of any applicable incentive plan.
- 6.7 Whether you are eligible to receive a discretionary incentive award, and if so, the amount shall be determined at the absolute discretion of the Company. You have no contractual right, whether express or implied, to receive an award at all, or an award of any particular amount, and the making of an award in any year does not give rise to any obligation on the Company to make an award in any future year. For the avoidance of doubt, your employment may be terminated by the Company at any time, for any reason, in accordance with clauses 18 or 19 of this Employment Letter and the exercise of that right to terminate is not limited or fettered by any term (express or implied).
- 6.8 Within Barclays, certain (usually senior) roles are designated as 'Material Risk Taker' ("MRT") roles. Where you are a MRT for any particular year you will be notified of this during or following the end of the relevant year. At any time during the seven year period from the date on which any variable remuneration is awarded to you in respect of a period for which you are a MRT (the "Relevant Variable Remuneration"), if Barclays determines that:

(a) your actions or omissions have, in the reasonable opinion of Barclays amounted to misbehaviour or material error; and /or

(b) Barclays or the relevant business unit has suffered a material failure of risk management, then, without prejudice to Barclays other remedies, Barclays may require that you repay an amount, not exceeding the value of the Relevant Variable Remuneration. The repayment shall be of such value as may be determined in Barclays discretion acting in good faith, to such Barclays Group Company and on such terms as Barclays may direct.

In respect of paragraph 6.8 (b) above, Barclays shall take into account your proximity to the applicable failure and your level of responsibility before any request for repayment is made. In respect of paragraphs (a) and (b) above, before any request for repayment is made, Barclays shall take into consideration whether you (i) have participated in, or were responsible for, conduct which resulted in significant losses to the Barclays Group or (ii) failed to meet appropriate standards of fitness and propriety.

For the avoidance of doubt, the whole or any part of the Relevant Variable Remuneration can be clawed back if Barclays makes its determination within seven years from the date that the Relevant Variable Remuneration was awarded to you even if an event falling within (a) or (b) above occurred prior to the date of award.

The determination of what constitutes "misbehaviour", "material error", "material failure of risk management", "significant losses" and "appropriate standards of fitness and propriety" shall be determined by Barclays acting in good faith.

You confirm that in the event Barclays makes a repayment determination, you shall repay the amount subject to that determination within the time period specified in the determination. You further confirm and provide authorisation for Barclays to deduct the appropriate repayment amount from your salary or any other amounts due to you, to the full extent permitted under local law, whether from Barclays or any other Barclays Group company.

You acknowledge that (in addition to its rights at clause 16 (Amendments to terms and conditions of employment) the terms of this clause 6.8 may be amended by Barclays to the extent deemed reasonably necessary in order to comply with law, regulations or guidance published by any regulatory authority or other relevant authority from time to time.

This clause shall apply in addition to the general right of repayment set out in clause 6.5 of the Employment Letter.

7. Statutory and Other Benefits

- 7.1 You will be eligible for various statutory benefits as mentioned in the Summary of Key terms and in accordance with the relevant laws.
- 7.2 The Company operates or may operate a benefits programme for its employees and your benefits are/will set out in full in the attached benefits brochure (except the statutory benefits mentioned above, these benefits do not form part of your contract of employment or have any contractual or other legal effect).
- 7.3 The Company has the right at its absolute discretion to amend or withdraw the benefits at any time and without any compensation or notice to you and / or replace any benefit with an alternative at its discretion.
- 7.4 Participation in any benefits scheme is subject to the rules of the relevant schemes, which may vary from time to time, and is subject to you satisfying any applicable requirements of the insurers or third party providers (where relevant). Your

participation may be excluded where, in Barclays opinion, cover can only be obtained on the basis that exceptional conditions or unusually high premiums are imposed or levied by the insurer or provider.

8. Annual Leave

- 8.1 Your annual leave entitlement is set out in the Summary of Key Terms. The Company's annual leave year currently runs from 1 January to the 31 December. The dates of the annual leave year may be changed. You are obliged to take all your annual leave entitlement in the relevant year, unless a policy/Handbook applicable to you states otherwise, in which case leave may only be carried over subject to and in accordance with those terms and applicable law. Your annual leave dates must be agreed in advance with your line manager. You will be allowed to carry your unutilised privileged leaves over to the next annual leave year, subject to the limit and restrictions as may be defined in the company policy and subject to the applicable laws. There is no provision of encashment of unutilised leave (including in case of termination of employment), except where such encashment is mandated by law applicable at the place of your employment at the relevant time.
- 8.2 If your employment begins during an annual leave year, your annual leave entitlement (plus any Bank or Public Holidays which fall during this period), will be calculated pro rata. During the probationary period you may only take such annual leave as has accrued in your favour up until the time of taking such leave. Any unutilised leave at the time of cessation of employment shall lapse and any payment to be made in lieu of the unutilised leave shall be at the sole discretion of Barclays unless mandated by the applicable law. If you have taken more leave than your accrued entitlement, you shall be required to repay to the Company an amount equivalent to any holiday taken in excess of your pro rata holiday entitlement, and the Company is authorised to deduct the appropriate amount from your final salary instalment or any other sum owed by the Company to you at the Termination Date.
- 8.3 In accordance with regulatory guidelines and the Company's policies, the Company may require you to go on a mandatory block leave.

9. Intellectual Property

- 9.1 For the purposes of this paragraph:

"Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, Inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invention" means any invention, idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded in any medium; and

"Works" means all documents, materials, software, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your employment with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights.

- 9.2 You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your employment (whether conceived, or made during normal working hours, in your normal place of work, or in conjunction with others, or otherwise). You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.
- 9.3 You confirm that you will only use the Works to perform your obligations under Employment Letter and that you will not make personal copies of any Works other than for the purposes of your employment with the Company.
- 9.4 It is understood that all Intellectual Property Rights created by you in the course of your employment shall be "work for hire". You acknowledge that you have, and will have at all times while you are employed by the Company, a special obligation to further the interests of the undertakings of the Company, and that all Works and Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.
- 9.5 To the extent that the Works and Intellectual Property Rights do not vest in the Company or the Barclays Group automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.
- 9.6 You confirm that you will immediately, upon request and at the Company's expense, provide all such documents and assistance as may be necessary to vest the Works and Intellectual Property Rights in the Works in the Company, to enable

the Company to enjoy the full benefit of the Intellectual Property Rights, and to enable the Company to enforce its Intellectual Property Rights against third parties or defend claims brought against the Company in relation to any Intellectual Property Rights.

- 9.7 By signing Employment Letter you accept and confirm to assign to the Company or a member of the Barclays Group (as specified by the Company) all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and confirm that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.
- 9.8 You unconditionally and irrevocably waive your moral rights in relation to existing and future Works, including your right to be identified as the author of the Works and not to have the Works subject to derogatory treatment. You acknowledge that, except as may be expressly provided by law, no further remuneration or compensation other than that provided for under Employment Letter is or may become due to you.
- 9.9 When this Employment Letter expires or terminates, for whatever reason, you will immediately deliver up to the Company all Works in your possession or under your control, and under no circumstances may any Works be retained by you except with the prior written consent of the Company.
- 9.10 Without prejudice to any specific legal rights which you may otherwise have, you acknowledge that no further remuneration or compensation other than that expressly provided for in this Employment Letter will become due to you in respect of your compliance with this Section 9.

10. Confidentiality

- 10.1 During your employment with the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your employment. This includes information that you have acquired in the course of your employment concerning the business or affairs of the Company and/or any other Barclays Group company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential information. Exceptions to this are the use of information for the proper performance of your duties under this Employment Letter, where the Company has given written consent or disclosure is required by law, where the information is already in or comes into the public domain (other than by your unauthorised disclosure).
- 10.2 During your employment or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties under this Employment Letter. Any such information belongs to the Barclays Group and must be returned by you either at any time during the course of your employment on the request of the Company and immediately on termination of your employment.
- 10.3 For the purposes of this Employment Letter, "Confidential Information" means information concerning the business, affairs, finance, clients or trade connections of the Company, any member of the Barclays Group, or any of its customers, clients, suppliers or agents. This includes but is not limited to:
- (a) commercially sensitive information or trade secrets;
 - (b) corporate and marketing strategy, business development plans, sales reports and research results;
 - (c) business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
 - (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
 - (e) information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales and/or current or anticipated trade union/employee disputes;

(f) information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any current or former director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;

(g) budgets, management accounts, trading statements and other financial reports;

(h) unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and

(i) any other information which any member of the Barclays Group or any of its employees or consultants has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

10.4 You shall not solicit business for the Company from any clients belonging to your previous employer/s in breach of your terms of employment with your previous employer. You shall not use any confidential information that came to your knowledge in the course of your previous employment/s while working with the Company. You undertake to indemnify the Company against any action that the Company may face on account of your actions in breach of your obligations to your previous employer/s.

11. Regulatory compliance and dealing codes

11.1 The nature of the Barclays Group's business is such that it is authorised and regulated by the appropriate Regulator.

11.2 It is your responsibility to know, understand and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory and Compliance policies that are relevant to you. If you are in any doubt as to your responsibilities in this regard or the rules which apply to you, you must contact the Compliance team within your business area.

11.3 If you are a Regulator approved person (or any equivalent status with any other regulator) you must comply with the Regulator's Statement of Principles and Code of Practice for Approved Persons (or meet the applicable standards). Failure to meet these Principles / Standards and / or to comply with this Code of Practice (or other applicable standards) may result in investigation by the regulator, applicable regulator and/or the Company, and / or disciplinary action being taken against you by the Company which may result in the termination of your employment.

11.4 You confirm that you will be bound by and will comply with the Barclays Group Share Dealing Code and with any more stringent dealing rules applicable to you or the area of the business in which you work. In particular, you agree not to make any investment, directly or indirectly, in any company or business which is a customer or client of the Barclays Group and which may in the reasonable opinion of the Company be expected to cause your personal or family interests to conflict with your duty to the Company in any respect.

11.5 Any incentives or compensation payable to you by any member of the Company or Group Company (under this Employment Letter or otherwise, including any guaranteed amounts and including, where applicable, the payment and settlement schedule and split of cash and Shares as set out in this Employment Letter) are subject to limitation or modification to the extent reasonably deemed necessary by the Company including in order to remain consistent with Barclays remuneration policy (as amended from time to time) or to comply with laws and regulations, including any regulations or guidance published by the Regulator from time to time.

12. Expenses

There may be occasions when you incur business expenses for instance, travelling to a training course or visiting another business location for a meeting. Any expenses must be pre-approved and claimed promptly and will be reimbursed to you in line with our procedures, a copy of which can be found on your intranet.

The Company at its sole discretion may bear certain expenses on your training, learning and developmental needs, subject to your acceptance of the terms and obligations as would be mentioned in the agreement ("Training Agreement") that may be executed with you.

As a consideration to the training expenses to be incurred by the Company, you may be asked to work with the Company for a certain period of time, post completion of the said trainings/ programs/courses, as the case may be and/or to compensate the Company by paying an agreed sum as liquidated damages. Your specific obligations will form part of the Training Agreement to be executed with you. For the execution of the Training Agreement, you may be asked to get a surety to undertake your obligations under the terms of the Training Agreement.

Unless otherwise agreed in the Training Agreement, any breach of the terms of the said Training Agreement, will be considered as the breach of the terms of this Letter.

13. Attendance at work

- 13.1 Your Summary of Key Terms will provide you with details of the particular working pattern that applies to you, and any specific arrangements that may apply regarding changes to this pattern. If you work full time, or for 8 hours or more on a given day, your normal working hours would additionally include up to a daily one hour break.
- 13.2 From time to time, the Company may need to vary your hours, days and times of work if this is necessary to accommodate the needs of the business or the absence of your colleagues. Should the Company need to vary your working hours, you will be given reasonable notice of any such changes.

14. Sickness Leave

- 14.1 If you are unable to work through ill health or injury you will be entitled to sick leave in accordance with the policy on Leave and Holidays, which can be found in the Company's Intranet. The Company reserves the right to only approve sick leave of more than two consecutive workdays if certified by a medical practitioner of the Company's choice, and you hereby confirm that you co-operate with such an examination and to authorise the full disclosure of any resulting report to Barclays.
- 14.2 The payment of salary and any allowances during periods of sickness will be subject to as prescribed under the applicable laws and you following the requirements regarding notification and certification of absence as set out in this Employment Letter, on your intranet and the Company being satisfied that you are unable to work due to illness or injury.

15. Other absences from work

Approval should be obtained in advance from your line manager for absence during working hours. If unexpected circumstances mean that this is not possible, you should inform your line manager as soon as possible. Absence without approval and / or explanation will be dealt with under the disciplinary procedure which could result in disciplinary action being taken against you by the Company and which may result in the termination of your employment.

16. Amendments to terms and conditions of employment

- 16.1 The Company reserves the right to review, revise, amend, replace or withdraw the contents of these Terms and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in legislation or regulation from time to time.
- 16.2 For the avoidance of doubt, where the Company retains a discretion under these Terms (including but not limited to the discretion to make incentive award(s) to you, any matters considered in the decision whether to make such an award and the value, form, conditions and timing of delivery of any such award(s)) such discretion cannot be limited or fettered in any way other than by consent between you and the Company which is documented formally in writing on the Company's headed paper by an authorised member of the Human Resources Department.

17. Allocation of duties and transfer within the Barclays Group

You confirm that the Company will be entitled at any time and with [prior notice (where required by applicable law) to: (i) assign you to carry out such projects and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or (ii) assign you on a temporary or permanent basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of the Barclays Group as it will in its absolute discretion determine; and/or (iii) second you on a temporary or permanent basis to work for any company in the Barclays Group or to a third party and/or (iv) transfer your employment and its rights and obligations to another company in the Barclays Group.

18. Leaving Barclays

- 18.1 Subject to paragraph 2 of these Detailed Terms and Conditions the Company and you may each terminate this Employment Letter in accordance with the "Notice" paragraph set out in your Summary of Key Terms. In addition:
- (a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during any probationary period that may apply to you as set out in your Summary of Key Terms;
 - (b) your employment shall be conditional on your ability to start work on the agreed Start Date. If you are unable to do so, you will have no entitlement to receive any payment or other benefit whatsoever from the Company or the Barclays Group;

(c) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time which may include failure to comply with any policies and/or procedures including those referred to in the Detailed Terms and Conditions, lack of competence, serious breach of the Terms including improper or unethical behaviour;

(d) Your contractual and normal retirement age is 60 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve written notice; and

(e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you:

- i. are convicted of any criminal offence (other than a minor offence which, in the opinion of the Company, does not affect your position as an employee of the Company); or
- ii. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring any member of the Barclays Group or yourself into disrepute or may damage the business or affairs of the Barclays Group; or
- iii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
- iv. have breached or otherwise failed the Barclays Group sanctions screening policy or process; or
- v. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
- vi. materially breach the rules of the Regulator; or
- vii. breach any Barclays Group rules on anti-bribery or anti-corruption;
- viii. don't obtain or maintain the accreditation(s) or qualifications that you are required to have (in the Company's opinion, or according to relevant regulators or professional bodies) to be able to work in your job profile
- ix. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.

18.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in the Summary of Key Terms. These Damages shall be in addition to the payment of salary in lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

18.3 The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after the termination date, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

18.4 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all vehicles, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (security pass, business cards, etc) relating to the business of or belonging to the Barclays Group, together with all copies of any such documents that you have in your possession or under your control;
- (b) irretrievably delete any information relating to the business of the Company or the Barclays Group stored on any computer or storage device and all information derived from the same in your possession or control and held outside of any Barclays Group premises;
- (c) resign with immediate effect from any offices or appointments you hold within or connected to the Barclays Group; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

19. Payment in lieu of notice

- 19.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall make you a payment in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu"). Where the Company elects to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date specified by the Company, regardless of when the Payment in Lieu is paid
- 19.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.
- 19.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the Termination Date or in equal monthly instalments from the date on which notice is served until what would have been the end of the Notice Period provided always that if after exercising its discretion to make a Payment in Lieu the Company becomes aware of any grounds that would permit it to summarily terminate your employment any payments due under this clause 19.3 will cease to be payable and the net value of any Payment in Lieu that has been received by you shall be repaid as a debt to the Company within 30 days of the Company notifying you of this repayment obligation.

20. Garden leave and suspension

- 20.1 The Company may suspend you at any time from the performance of all or any of your duties:
- (a) for the whole or any part of any applicable Notice Period; or
 - (b) for such periods and on such terms as is necessary to allow any investigation to take place (including, but not limited to an investigation by a regulatory authority or an investigation under the Company's disciplinary procedure).
- 20.2 During any period of suspension, the Company will be under no obligation to provide work for or assign any duties to you and may require you not to attend any premises of any member of the Barclays Group (other than as a customer) and may require you to:
- (a) not speak to, contact or otherwise communicate with or engage with any director, consultant, agent, contractor or employee of any member of the Barclays Group other than to carry out your personal banking, or any person, firm or company who, at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group unless they are members of your immediate family;
 - (b) at any time to carry out such special projects or duties commensurate with your abilities as the Company shall in its absolute discretion determine;
 - (c) meet with representatives from the Company in order to facilitate a handover of work and provide assistance with ongoing business activity; and
 - (d) take any holiday which you have accrued.
- 20.3 During any period of suspension:
- (a) your employment with the Company and this Employment Letter will continue and you will continue to be bound by your obligations under it (except as expressly set out in this paragraph) including, but not limited to, your obligations of confidentiality, good faith and fidelity to the Company; and
 - (b) you shall continue to receive your basic salary and all contractual benefits in the usual way.

21. Post termination restrictions

- 21.1 You confirm to the Company (for itself and as trustee and agent for each member of the Barclays Group) that you will not, whether directly or indirectly, on your own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:

(a) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date approach, solicit or deal with any person, firm, company or other entity who is or was a customer, client or supplier of the Company or the Barclays Group and with whom you had material dealings in the course of your employment with the Company or in respect of whom you were aware of material and confidential information, in both cases within the 12 month period immediately prior to the Termination Date. Nothing in this paragraph will prohibit you from seeking or doing business which is not in direct or indirect competition with the business of the Barclays Group; and

(b) for a period of 6 months (if you are an MD, Director, or VP or equivalent grade) or 3 months (if you are an AVP or below or equivalent grade) from the Termination Date solicit or entice away or attempt to solicit or entice away or employ or engage any director, officer or employee of executive status in the Barclays Group with whom you had material dealings within the 12 months period immediately prior to the Termination Date. For the purposes of this paragraph "employee of executive status" will include without limitation any employee of the Barclays Group with a corporate grading Managing Director, Director, Vice President (or equivalent grades, or anything which replaces these grades) and any employees of the Barclays Group with a lower corporate grading where in the 12 months prior to the Termination Date, you have had line manager responsibilities in relation to that employee or they have had line manager responsibilities or have been engaged in work or projects which in the Company's reasonable opinion are key to its business and / or mean that they are in possession of material and confidential information relating to the Barclays Group.

21.2 Each of the restrictions contained in this paragraph are considered by the parties to be reasonable in all the circumstances as at the date of this Employment Letter. However, the parties acknowledge that if any one or more of such restrictions will be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group, but would be enforceable if words were deleted or one or more of the duration, range of activities and area covered were reduced in scope, the restrictions will be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification will not affect the validity of any other restriction contained in this Employment Letter and it is confirmed that each restriction in this paragraph will be construed as separate and individual restrictions.

21.3 You confirm that if, during either your employment with the Company or the period of the restrictions set out in this paragraph you receive an offer of employment or engagement, you will provide a copy of these restrictions to the offeror as soon as reasonably practicable after receiving the offer.

22. Further terms

22.1 No omission to exercise or delay in exercising any right, power or remedy of the Company under this Employment Letter will constitute a waiver of that right, power or remedy.

22.2 During your employment:

(a) the Company may at its discretion require that you undergo screening, including for criminal record, sanctions list and/or credit reference checks from time to time. It is anticipated that any such screening would only be undertaken if required for regulatory purposes or in order to comply with the minimum standards for the role you are undertaking; and

(b) you should advise the Company should any of the circumstances as set out in paragraph 18.1(e) of this Employment Letter arise or be brought against you.

22.3 You acknowledge that in entering into these Terms you have not relied on any representation or undertaking by the Company whether oral or in writing, except as expressly incorporated into this Employment Letter.

22.4 You consent to the Company monitoring your use of all Company resources and its communication and electronic equipment (including without limitation the telephone, internet, blackberry, software applications and email systems) and information stored on the Company's computer equipment, as described in your local acceptable use policy in accordance with the Barclays Group procedure and / or guidance on electronic communications. A copy of the policy that applies to you can be found on your intranet.

22.5 You understand that you may, during your employment, be granted awards under the terms of one or more of the Company's long term incentive plans or any incentive or bonus plan operated by the Barclays Group. If, on termination of your employment, you lose any of the rights or benefits under any such plans you will not be entitled, by way of compensation for loss of office or otherwise, to any compensation for the loss of any rights under any such plans.

22.6 If your employment is terminated at any time by reason of any reconstruction or amalgamation of the Company or any Barclays Group company, whether by winding up or otherwise, and you are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are

no less favourable to any material extent than the terms of this Employment Letter, you shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. Certifications

23.1 You confirm and certify that:

- (a) you are not precluded or restricted by any term of any agreement, undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- (b) you will notify the Company of any change in circumstances around the termination of your employment with your previous employer between the date of this Employment Letter and the Start Date;
- (c) you are not currently, and have never been, the subject of an investigation by any company or body into suspected bribery or corruption activity where either: (i) the investigation was concluded and your conduct found to amount to misconduct; or (ii) where the investigation was on-going and did not reach a conclusion because your employment (or engagement) with that company or body was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);
- (d) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- (e) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.

23.2 Any breach of these certifications will entitle Barclays to immediately terminate your employment.

24. Governing law

Your Terms are governed in accordance with the laws of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your normal place of work, or Mumbai if you work in Corporate Banking, Investment Banking or Wealth and Investment Management in relation to any legal action or proceedings that arise out of or in connection with this Employment Letter.

25. Key policies, procedures and practices

25.1 During your employment with the Company (and where applicable after your employment has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations, including (but not limited to) Barclays Group policies and procedures on, and any other obligations relating to, anti-bribery and corruption. Failure to do so may result in disciplinary action being taken against you.

25.2 You should familiarise yourself with all policies and procedures that apply to your grade and business area as set out on your intranet. The Code of Conduct and the policies, guidelines and procedures on the following issues are particularly important (although this is not intended as a comprehensive list):

- Any applicable Employee Handbook
- Anti Bribery and Corruption
- Regulator's Business Principles
- Disclosure obligations
- Data protection, confidential information and Chinese walls
- Equality and Diversity
- Managing people, including on various types of leave and our disciplinary and grievance policies
- Bullying, Harassment and Discrimination policy
- Prevention of Sexual Harassment at the Workplace
- Dress at Work
- Electronic and other forms of communication
- Personal account and share dealing
- Conflicts of interest and outside business interests and affiliations
- Market conduct
- Gifts and Entertainment
- Health and Safety

- Whistleblowing or Raising Concerns
- Substance Abuse

25.3 Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.

25.4 The disciplinary and grievance rules and procedures which are applicable to your employment are set out on your intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing to your line manager or HR contact in accordance with the Company's disciplinary procedure. If you wish to raise a grievance please apply in writing to your line manager or HR contact in accordance with the Company's grievance procedure.

APPENDIX 1

Definitions and interpretation

In the Detailed Terms and Conditions, the following terms have the following meanings:

"**Barclays**" means Barclays PLC.

"**Barclays Group**" means Barclays, the Company, and any company which is from time to time:

- (a) a holding company (as defined by Section 1159 of the Companies Act 2006) of Barclays
- (b) a subsidiary (as defined by Section 1159 of the Companies Act 2006) of Barclays or of its holding company;
- (c) a company over which Barclays has control within the meaning of Section 1124 of the Corporation Tax Act 2010; or
- (d) a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Barclays;

and "**Barclays Group company**" will be interpreted accordingly.

"**Company**" means your employing entity within the Barclays Group.

"**Damages**" shall mean loss and damage suffered by the Company on account of unauthorized termination of the Employment Letter in breach of the provisions mentioned herein.

"**FCA**" means the UK's Financial Conduct Authority, or any successor or applicable regulatory authority.

"**Notice Period**" means the notice period as set out in your Summary of Key Terms.

"**PRA**" means UK's Prudential Regulation Authority, or any successor or applicable regulatory authority.

"**Regulator**" means the FCA and / or the PRA, and/or RBI and/or SEBI as may be applicable, or any successor or applicable regulatory authority.

"**Risk and/or Compliance requirements**" means a control or regulatory issue of business unit significance that is identified by the Company in its absolute discretion.

"**RBI**" means the Reserve Bank of India or any successor or applicable regulatory authority.

"**SEBI**" means the Securities Exchange Board of India or any successor or applicable regulatory authority.

"**Share**" means an ordinary share in Barclays PLC.

"**Start Date**" means the start date as set out in your Summary of Key Terms.

"**Termination Date**" means the date on which your employment terminates.

Some capitalised terms in the Detailed Terms and Conditions are as defined in your Summary of Key Terms and any applicable Schedules unless stated otherwise. References to any statute or legislation will include any modification, re-enactment or extension of that legislation.



WTW Global Delivery and Solutions India Private Limited

OFFER OF EMPLOYMENT



PRIVATE AND CONFIDENTIAL

13 December 2022

Mr. Kanaiya Giradharlal Kanabar
Bhagwati Provision Store, Luhar Street, Near SBI,
Una Kodinar Highway, Dolasa, Junagadh,
Gujarat - 362720, India

Dear **Kanaiya**

We are delighted to offer You a role with **WTW Global Delivery and Solutions India Private Limited**, a Willis Towers Watson group company and enclose the terms of our Offer of Employment, following our assessment of Your skills and capabilities. We look forward to You joining us at Willis Towers Watson.

Your Terms and Conditions of Employment are set out below. If You are currently in employment we would advise You that, it is Company policy that we expect You to observe all duties and obligations owed to Your previous and current employers and other third parties under contracts of employment and/or other agreements. In particular, the Company does not condone the removal, copying or retaining of confidential information of any former employer and any such conduct may result in disciplinary action or any potential litigation. The Company will also expect You to observe any valid restrictive covenants applicable to You under contracts of employment and/or other agreements with Your previous and current employers and other third parties, whilst they remain in effect. If You have any concerns or doubts as to Your obligations, You should seek legal advice.

TERMS AND CONDITIONS OF EMPLOYMENT

These Terms and Conditions and the provisions of the Human Resources Policies including the Global Policies of Willis Towers Watson which are available on the Company's intranet and expressed to be contractual in effect, shall form part of this offer of employment and together constitute Your agreement of employment ("**Agreement**"). There are no collective agreements affecting Your employment.

This Agreement is between **WTW GLOBAL DELIVERY AND SOLUTIONS INDIA PRIVATE LIMITED**, ("**the Company**", "**Willis Towers Watson**", "**We**", "**Us**", "**Our**") of Plant No. 6, Godrej & Boyce Manufacturing Company compound, Pirojshanagar, L.B.S Marg, Vikhroli (West), Mumbai 400079 India and **Kanaiya Giradharlal Kanabar** ("**You**"; "**Your**") S/o / D/o. **Giradharlal Ramniklal Kanabar, Bhagwati Provision Store, Luhar Street, Near SBI, Una Kodinar Highway, Dolasa, Junagadh, Gujarat - 362720, India.**

TITLE AND DUTIES

Your position with Willis Towers Watson will be at Career Level **83** with the corporate job title of **Trainee**. You agree that You will perform such additional or alternative duties or roles for the Company or the Group, as the Company may, for operational reasons, reasonably require and for

WTW Global Delivery and Solutions India Private Limited

Formerly known as Willis Processing Services (India) Private Limited
Corporate Identity Number: U72300MH1992PTC066724

Registered Office: Plant No. 6, Godrej & Boyce Mfg. Co. Compound, Pirojshanagar, L.B.S Marg, Vikhroli (West), Mumbai, Maharashtra 400079 India. T: + 91 22 2519 2000, +91 22 66422000

Thane - Office: iThink Techno Campus, 7th Floor, A&B Wing, Off Pokhran Road No. 2, Close to Eastern Express Highway, Thane (W), Maharashtra – 400 607, India. T + 91 22 6210 7000

website: www.wtwco.com

as long as the Company may require. You agree that the Company reserves the right to vary Your Job Title and Duties from time to time at its absolute discretion.

You further agree that the Company may, for business reasons, assign its rights and transfer or delegate its obligations as Your employer under this Agreement to any Group Company and You will execute all documents and do all things reasonably necessary for such assignment or transfer. In the event of such assignment or transfer, Your terms and conditions will be no less favourable than those set out in this Agreement.

It is furthermore specifically agreed and understood that You joined the Company based on Your proficiency in technical/professional skills and/or academic performance that You have declared to possess or have purported to have achieved, during the application process. If at a later date, any of the statements/particulars made or provided by You, either verbally or in writing including any representation made by You herein or otherwise, are found to be false, incorrect or misleading, the Company shall have the right to immediately terminate Your services without notice or payment in lieu of notice.

WORK LOCATION

Your initial place of work will be **i Think Techno Campus, 7th Floor, (Wing A & B), Off Pokhran Road No.2, Close to Eastern Express Highway, Thane (West) - 400 607 India.** although you may also be required to work at other offices within the Willis Towers Watson group of companies ("the Group") or Client locations within and outside the Republic of India from time to time, in performance of Your duties. You may be transferred to work in any reasonable location within the Group. Your agreement to such a transfer will be sought unless, in the reasonable opinion of the Company, the transfer does not necessitate You having to move home address.

The Company shall also have the sole and undeniable right to transfer You locationally from one location to another based on the Company's requirements and You shall be obligated to accept the same unless the same results in an economic loss for You.

SALARY

Your salary for Employment with Willis Towers Watson is set out in Appendix 2. Salary is calculated annually and shall accrue at a daily rate. Your gross salary, less any income tax, statutory deductions or other mutually agreed/permitted deductions shall be paid monthly in arrears in 12 equal instalments, by credit transfer to Your bank account updated with Company records, in Indian Currency.[Salary is normally paid on or around the last calendar day of each month and salaries are normally reviewed in the first quarter of each financial year in accordance with the prevailing policies of Willis Towers Watson. Further, it does not follow that Your salary will increase following any performance review. In the event of any recommended increases, this will normally take effect from 1 April/October as per prevailing applicable policies].

START DATE OF EMPLOYMENT AND NOTICE

Your employment under this Agreement shall start from **03 July 2023**. No employment with a previous employer will count as a part of Your period of continuous employment with Willis Towers Watson.

The first 6 (six) months of Your employment shall be on probation ("Probationary Period") which the Company may extend at its own and sole discretion for up to two additional months. Your employment with the Company shall deem to be confirmed with effect from the confirmation due date (which is the date on which the first six months of Your employment with the Company is

completed) unless the Company extends Your Probationary Period in writing. However, the Company reserves the right to inform You of Your Probationary Period extension within Your seventh working day from the original confirmation due date.

During the Probationary Period, either Willis Towers Watson or You may terminate this Employment Agreement without assigning any reason by giving the other one month's written notice or payment in lieu of notice (equivalent to Base Compensation excluding shift allowance and Company's statutory contributions). Post satisfactory completion of Your Probationary Period, either Willis Towers Watson or You may terminate this employment in accordance with the notice periods set out in the Termination provisions of this Agreement unless Your employment is terminated for gross misconduct.

In the event of a transfer to the Group Company, Your employment start date with the Company shall be reckoned for the period of continuous employment with Willis Towers Watson. For clarity and where applicable, Your Probationary Period shall commence from the start date and end as stated hereinabove irrespective of You being transferred or assigned to the Group Company. Further, the Group Company shall execute all reasonably necessary documents for transfer and will account the continuity of employment.

HOURS OF WORK

Your normal work hours will be 45 hours per week, including 30 minutes daily break and 9 hours per weekday unless otherwise advised for Business continuity. Please refer to the Human Resources policy for further details.

You agree that without the prior written approval from the management, You will not alter or change the shift timing or extend beyond shift timing and strictly follow the work timings.

PENSION AND BENEFITS

You are eligible for the compulsory Provident Fund Scheme and Pension Scheme governed by the Employees' Provident Fund Organisation from the start date and You shall be eligible for Gratuity in accordance with the applicable law. You will be automatically enrolled in the Pension and Benefits Plan when You join the Company unless exempted by the applicable law. For further details about the Pensions and Retirement Benefits or any other benefit arrangements You may be entitled to, please refer the Benefits Guide or related policies.

Other Benefits shall include and represent the Company's Contribution to Group Insurance Benefits as follows;

- Mediciam Cover for Self and Dependents (in accordance with prevailing Company's Annual Group Mediciam Policy and its terms & conditions)
- Personal Accident Cover for Self (in accordance with prevailing Company's Personal Accident Cover for Self-Policy and its terms & conditions)
- Life Cover (in accordance with prevailing Company's Annual Group Accident and Term Life Policy and its terms & conditions)
- Employee's Deposit Linked Insurance Coverage.

In the event of a transfer to the Group, Willis Towers Watson shall count Your start date or initial date of joining for the purpose of Gratuity, Probation, other employee benefits or purposes that You were otherwise eligible if You were on continuous employment. Notwithstanding to anything

contrary, Your statutory remittances or contributions shall cease and start afresh as of the transfer effective date in accordance with the group entities statutory requirements.

LEAVE

Any leave taken is to be agreed in advance with Your line manager. Full details of the Willis Towers Watson leave policy and how to record Your leave and list of declared holidays are set out on the Company's intranet site. Please familiarise Yourself with this as soon as possible on joining.

ABSENCE DUE TO ILLNESS OR INJURY

The Company reserves its discretion, according to Your length of service and upon complete disclosure of illness or injury, the Company may consider providing You with additional sickness absence for a limited number of days. For clarity, any leave, payments, or provisions You receive in relation to this section do not in any way limit the right of Willis Towers Watson to terminate Your employment in accordance with the provisions of this Agreement. The Company will not, however, terminate Your employment solely to remove any eligibility which You may have.

Medical Examination: The Company reserves the right to require You at any time to submit Yourself for a medical examination by a doctor appointed by the Company at the Company's expense. [Kindly note: this includes pathological tests]. provided further that a refusal to submit to such tests or examination by Company appointed Doctor, by You shall be deemed to be an act of dereliction and misconduct and shall also immediately invalidate any further request for sickness-related absence. It will further trigger the right of the Company to terminate Your employment with the Company with immediate effect and without any notice or additional severance benefit except those statutorily mandated.

CONFIDENTIAL INFORMATION

During Your employment, You will have access to confidential information belonging to Willis Towers Watson, the Group, its clients and employees. You shall not (except in the proper course of Your duties) either during Your employment with Us or at any time after its termination (however arising) use or disclose to any person, company or other organisation whatsoever any Confidential Information. "**Confidential Information**" includes but is not limited to information concerning the Company's business, operations, products, markets, marketing strategies, research activities, trade secrets, technical know-how, product formulations or techniques, pricing policies, names or lists of employees, Clients or Prospective Clients and their insurance or commercial affairs or any other matters pertaining to them, any document marked "confidential" or "secret" or which the Company or any associated company may reasonably regard as confidential and revealed to You in the course of Your employment which has not come into the public domain.

INTELLECTUAL PROPERTY

Any inventions, published or unpublished written materials, or new developments, including copyright works that You (personally or in conjunction with others) write or conceive in the course of Your employment with Willis Towers Watson, which relates to Your work for Willis Towers Watson ("**Works**"), are the property of Willis Towers Watson.

To the extent permitted by law, You hereby irrevocably and unconditionally waive in favour of the Company, its licensees and successors in title, all current and future moral rights (or similar rights existing in any part of the world) which You may have with respect to any concepts, techniques, inventions, processes, or works of authorship developed or created by You during the course of performing Company work (collectively, the "**Work Product**") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made for hire.

Your salary already includes compensation for any such Works without prejudice to any statutory rights You may have. You agree not to stake a claim in any such rights and will sign and deliver all papers, including patent applications, as may be necessary to vest appropriate title to such Work Product (including materials and inventions) in Willis Towers Watson.

YOUR SERVICE TO WILLIS TOWERS WATSON

Without the prior approval in writing from an authorised representative of Willis Towers Watson, You undertake not to do work on Your own behalf or on behalf of any other person or Company. You may not be in any way directly or indirectly engaged, concerned or interested in any other business, undertaking or occupation. You are not permitted to engage in any activity, which might interfere with the performance of Your duties or which may cause a conflict of any interest owed by You to the Company or any company in the Group. During Your employment You will:

1. Devote Your full-time attention and abilities to Your job duties;
2. Keep Willis Towers Watson properly and regularly informed about the Business of Willis Towers Watson and Your activities in that business;
3. Promote and protect the interests of Willis Towers Watson and the Group, always giving it the full benefit of Your knowledge, expertise and skill and not knowingly or deliberately do anything which is to its detriment including having any direct or indirect involvement in:
 - a. Any situation whereby work or business opportunities are or may be diverted away from Willis Towers Watson; or
 - b. discussions with any other employees of Willis Towers Watson, head-hunters or potential employers about leaving the employment of Willis Towers Watson as part of a team of more than one person to join a new employer; and
 - c. immediately notify Willis Towers Watson if You become aware of or involved in anything which adversely affects or may adversely affect the business, interests or reputation of Willis Towers Watson or the Group; and, in each case, You will cooperate with Willis Towers Watson in any investigation which it may decide to carry out.

RESTRICTIVE COVENANTS

Additional restrictive covenants applicable to Your employment are set out in Appendix 1.

ERRORS AND OMISSIONS

During and following termination of Your employment You agree to:

1. Provide Willis Towers Watson with full co-operation and assistance where necessary in relation to any work carried out by You during Your employment with Willis Towers Watson, including but not limited to:
 - a. providing information and a factual explanation of Your involvement in any matters which require Your co-operation and/or assistance;
 - b. meeting with Willis Towers Watson's counsel to answer questions regarding any claims brought by or against Willis Towers Watson: and

- c. providing statements of evidence, affidavits and meeting in person with Willis Towers Watson's counsel in order to be prepared for any evidence that You may be required to provide;
2. In respect of actual or potential errors and omissions, participate in deposition, arbitration and/or hearing preparation meetings with Willis Towers Watson's counsel as required and to provide testimony and to allow Willis Towers Watson's counsel to act as Your counsel during the aforementioned preparation meetings and any hearings (counsel fees and related expenses shall be borne by Willis Towers Watson; and additionally, to the extent necessary, You will make available other information, statements of evidence and affidavits to Willis Towers Watson's counsel as needed to be provided, however;
 - a) Willis Towers Watson agrees to provide advance notice to You at the earliest as possible regarding such assistance; and
 - b) if the claim does not settle or otherwise resolve, and if requested by Willis Towers Watson, by giving You no less than three weeks' notice of trial, You will give a trial and/or arbitration testimony, and You will meet with Willis Towers Watson's counsel for preparation for such testimony.

Willis Towers Watson will pay the reasonable costs incurred by You in participating in any deposition and/or hearing preparation meetings, providing the deposition and/or hearing testimony in the claim, and any trial and/or arbitration testimony and preparation are in accordance with Willis Towers Watson's expense management policy in force from time to time.

DATA PROTECTION

You acknowledge that Willis Towers Watson may collect, use, hold, access, and otherwise process Your personal information. Further information regarding personal information protection is contained in the Global Employee Personal Information Protection Notice set out on the Company's intranet site.

During Your employment, You may have access to personal information of others. You may only access personal information that is necessary for the performance of Your work duties. At all times, You must maintain the confidentiality of the personal information that You have access to and cannot share, disclose or otherwise transfer any personal information to any unauthorized third parties. You agree to comply with all relevant data protection policies, including the Global Privacy Policy.

DISCIPLINARY AND GRIEVANCE PROCEDURES

Willis Towers Watson disciplinary and grievance procedures are set out on the Company's intranet site.

DEDUCTIONS

You irrevocably authorise Us to deduct, from any monies that We owe or are due to pay to You, whether or not actually paid under these terms, any sums in lieu of regulatory and tax payments in line with the local laws, including overpayments that You owe to Us.

REGULATORY REQUIREMENTS

You are required to comply with all reasonable requests, training, instructions and regulations (whether statutory or otherwise) which apply to Your employment from time to time including any

relevant requirements of the relevant regulator, including maintaining and demonstrating competence for Your role. It is Your responsibility to familiarise Yourself with all such regulations and requirements as made available to You by the Company.

WILLIS TOWERS WATSON (COMPANY) POLICIES

The Company has several policies, directives and procedures (together "**Policies**"). These Policies are available to You on the Company's intranet site. You are required to familiarise Yourself and comply with all Company Policies, Directives, Guidelines and Procedures as established and amended from time to time. These policies and directives are critical to the successful operation of the Company and failure to comply with any of them shall result in disciplinary action and may carry serious consequences, including termination of Your employment.

Misconduct: If at any time during your employment, any representation You have made is found to be misleading or untrue or You are found to be guilty of any act of conduct or misconduct or any breach or negligence in terms of this Agreement or dereliction of duties, disobedience of the instructions given to You from time to time, disorderly behaviour, offence, absenteeism, failure to comply with Company Policies, dishonesty or disloyalty (collectively referred to as "**Misconduct**") the management may, with or without any notice, determine Your employment with the Company, if proven. Misconduct will be dealt with the Company's Disciplinary Action Policy, under-performance or poor performance will be dealt with Company's Performance Improvement Programme and breach or negligence or dereliction of duties or disobedience of the instructions given to You from time to time shall be dealt under Consequence Management Policy

RETIREMENT AGE

The retirement age is fifty-eight (58) years. For the purpose of retirement age, the date of birth provided by You at the time of employment and so recorded by the Company shall be final.

TERMINATION OF EMPLOYMENT - [AFTER PROBATIONARY PERIOD]

After satisfactory completion of Your Probationary Period or upon Your confirmation, either Willis Towers Watson or You may terminate this Agreement, without assigning any reasons thereto, by giving written notice to the other side in accordance with the following notice period schedule below by taking into account of Your level of employment at the time written notice is given.

NOTICE PERIOD SCHEDULE

CAREER LEVEL	NOTICE PERIOD
Level 83 to Level 63	Two Months
Level 58 and above	Three Months

In the event, You do not attend work during Your Notice Period due to illness or accident or other exigencies, Company reserves the right to extend Your Notice Period for such period of absence or waive off the Notice Period and relieve You at its absolute discretion.

In the event You terminate this Agreement and do not serve the full notice period, You hereby agree to make a payment to the Company in accordance with the Liquidated Damages Schedule or Your

base compensation for any balance notice period that has not been served by You, whichever is higher as Liquidated Damages.

For the avoidance of doubt, (i) You may utilize Your accrued leave(s) during the Notice Period as per Company policy, however, the Company may at its discretion extend your Notice Period by such utilized leave(s), (ii) Pay in lieu of Notice Period by You is at the sole discretion of Willis Towers Watson and shall be payable on the base compensation in favour of Company, (iii) You shall not be eligible and forever forego any claim for STI (Short Term Incentives), performance-related incentives or bonus once the written notice is given by You.

The Company shall not be obliged to provide You with work at any time after Notice of Termination is given to You or otherwise. The Company may, at its discretion, make a payment in lieu of Your Notice Period and/or require You to comply with such conditions as the Company may specify in relation to Your duties with respect to attending or staying away from the place of business, communicating with any clients, suppliers, Prospective Clients and/or employees of the Company.

On termination of Your employment for whatsoever reason, You must immediately return to the Company, all Company and the Group Company property in Your possession or control including, but not limited to, reports, documents, computer disks, working papers and any other information (in whatever form) received in the course of Your employment within 7 days of termination of this Agreement.

LIQUIDATED DAMAGES

In the event, You terminate this Agreement without serving the full Notice Period or in the event of any breach of this Agreement which results in immediate termination, You hereby agree and undertake to make a payment as per the Liquidated Damages Schedule considering the grade of employment at the time written Notice is given or at the time Your employment is terminated, along with applicable taxes in accordance with the local regulations, separately for each breach under this Agreement. Liquidated Damages are genuine pre-determined estimated of damages (not being a penalty) which will be caused to the Company should You breach any terms of this Agreement.

LIQUIDATED DAMAGES SCHEDULE

CAREER LEVEL	LIQUIDATED DAMAGES	NON-COMPETE
Level 83 to 78	INR 1,00,000/- (One Lakh Rupees only)	INR 1,50,000/- (One Lakh Fifty Thousand Rupees only)
Level 73 to 63	INR 2,00,000/- (Two Lakh Rupees only)	INR 3,00,000/- (Three Lakh Rupees only)
Level 58 to 48	INR 3,00,000/- (Three Lakh Rupees only)	INR 6,00,000/- (Six Lakh Rupees only)
Level 43 and above	INR 6,00,000/- (Rupees Six Lakh only)	INR 10,00,000/- (Ten Lakh Rupees Only)

NON-COMPETE

You hereby confirm and acknowledge that during employment with the Company you shall receive, be privy and have access to confidential information about the Company as well as its Clients. The

Company is obligated to protect and confine the use of such confidential information and the Company will be irreparably damaged should such confidential information be obtained by its Competitors or any third-party service providers. You hereby agree, acknowledge and confirm that **Aon plc** (Aon Corporation), **Marsh and McLennan** (MMC including Guy Carpenter, Mercer and Jardine Lloyd Thompson), **Arthur J. Gallagher & Co.** (AJ Gallagher), **Puma-Trafigura** (not limited to Puma Energy Processing Services LLP and Trafigura India Private Limited) along with its share holding companies, group companies, joint venture partners and those providing service to same are (together and separately), "Competitors".

You agree and undertake that during the course of Your employment and for a period of six (6) months after ceasing employment with the Company, You shall not, either alone or in concert with others, directly or indirectly, be employed by, act as an employee, advisor, partner, manager, investor, consultant, agent, officer, director, or independent contractor for, or otherwise be engaged with the Direct Competitors and in the event of breach, You agree and undertake to make a payment equivalent to the applicable predetermined Liquidated Damages as per the Liquidated Damages Schedule above.

You further agree and acknowledge that the Company shall without prejudice to its other rights, have the right to obtain suitable injunctive orders restraining You from taking up such work with the Direct Competitors, to ensure compliance with this condition.

You furthermore agree that the Company shall be entitled to notify Your next employer, partner, or any other person with whom You may be associated about the obligations contained herein and any breach by You of the same.

ENTIRE AGREEMENT

Save where otherwise stated to the contrary this Agreement contains the entire agreement and understanding between us and supersedes any previous contract of employment and/or statement of terms and conditions of employment between Us whether oral or written.

The Company reserves the right to make reasonable changes to any terms of Your employment and the Company Policies on the Company's intranet site, for example, to reflect changes in legislation, case law and normal working practices, and You agree to be bound by those amendments. You will be provided with notice of any substantial changes by letter or by internal e-mail; more minor or cosmetic changes will be notified to You through the HR pages on the Company's intranet site.

GOVERNING LAW AND JURISDICTION

This Agreement will be construed in accordance with the laws of the Republic of India and You and We irrevocably submit to the exclusive jurisdiction of the courts in Mumbai without having regard to the conflicts of law provisions thereof, if applicable. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

All claims, disputes, or questions of any nature, or difference whatsoever arises out of or in connection with Your employment or relating to the construction, meaning, scope, operation or effect of this Agreement or breach thereof (together "Dispute"), whether during or after the termination of this Agreement, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (Arbitration and Conciliation Act, 1996 as amended) and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be referred to a sole arbitrator who will be appointed by mutual consent by the parties hereto, the proceedings shall be held in

Mumbai and the language used for the proceedings shall be in English.

MISCELLANEOUS

Conflict or Inconsistency: In the event of a conflict between the terms of this Agreement, terms of prior employment agreements and the Company Policies, the terms and conditions of this Agreement will prevail.

CONDITIONS OF OFFER

This offer of employment is conditional on You satisfying the following conditions:

Accuracy of Information: The information You provide to us about Yourself must be accurate and up-to-date. We will make enquiries either directly or by using a third party to make the necessary verifications. By accepting this Offer, You consent to Us making such enquiries either directly or via an authorised third party and to release of the necessary information for the sole purpose of verification.

Eligibility to Work in the Republic of India [For Foreign Nationals/Citizens]: That You are, and continue to be, legally entitled to work in the Republic of India and (prior to the commencement of Your employment), You providing the Company with documentary evidence of Your right to work in the Republic of India in compliance with the requirement of The Foreigners Act, 1946, related Immigration Rules/Orders of India including the Foreigners (Report to the police) Order, 2001. Please provide a copy of Your documentation confirming Your right to work in the Republic of India. (Supporting Documents List, is available under the General Information Section of the Onboarding Portal or You may refer the official immigration website of India or You may contact the Global Mobility Team for assistance). You should bring the original documents on Your first day of employment with Willis Towers Watson and You are required to submit a copy of such immigration-related documents with Willis Towers Watson for Our records and You agree to comply with the Social Security Laws of India and all other applicable laws of India. You will notify the company immediately if You cease to be entitled to work in the Republic of India at any time during Your employment and it shall be Your responsibility to ensure that You renew Your work permit well in advance.

References and Pre-Employment Background Investigations: Willis Towers Watson has engaged a third-party agent to collect and process certain personal information about You in order to conduct references and background checks in connection with Your application for employment. Willis Towers Watson must be satisfied with the investigations it carries out on the references, past-employment and education history You provide. In addition, it must be satisfied with its checks on criminal and police records and licensing checks, which includes those maintained by both public and private sector organisations to the fullest extent permitted by law. Willis Towers Watson will conduct the appropriate background checks either directly or via a third party and Willis Towers Watson may warrant to Clients that such checks have been conducted. Failure to clear any of the background verification checks shall lead to automatic termination of this Agreement.

Pre-Employment Health Assessment Questionnaire: Our occupational health provider may contact You with instructions to complete an online pre-employment health questionnaire. The purpose of the questionnaire is to see whether You have any health problems that could affect Your ability to undertake the duties of the role You have been offered or place You at any risk in the workplace. The results are confidential and are not shared with Willis Towers Watson, except to the extent to which Willis Towers Watson may need to recommend adjustments or assistance because of this assessment to enable You to perform the role You have been offered.

Campus Recruits [IF APPLICABLE]: If this offer of employment is subject to campus recruitment, You agree that this Offer of Employment stands automatically cancelled if You fail the examinations that were considered under this Agreement on the date of the result being published by the university and You agree not to stake a claim of employment under this Agreement.

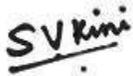
Additional Obligations: ‘You shall hold a valid PAN card and Passport at all times during Your employment. PAN card number or copy needs to be submitted with HR no later than thirty (30) days from the date of this letter and non-submission of PAN shall attract higher tax deduction. Further, You agree to provide a clear legible copy of all Your previous employment records, educational qualification(s) records, valid government identity proof and valid address (temporary and permanent) proof on or before the date of joining.

Code of Conduct: All Willis Towers Watson employees are required to apply the highest ethical and professional standards to their work as reflected in the Company’s Code of Conduct including any other Willis Towers Watson Policies. This Code clarifies rules You are expected to follow in performing Your job in accordance with a commitment to the principles of integrity, respect and professionalism.

This offer will remain valid for forty-eight hours from the receipt of this letter and non-acceptance shall automatically revoke this offer.

We look forward to You joining us soon and look forward to Your acceptance of the terms and conditions of employment

For **Willis Towers Watson**
WTW Global Delivery and Solutions India Private Limited



Sandhya Vinayak Kini
Director - Human Resources

Accepted and Agreed

Signature:  _____

Name: Kanabar Kanaiya Giradharlal

Date: 15 December, 2022

Appendix 1

Restrictive Covenant Clause

You acknowledge that whilst performing Your duties for the Company or for any company within the Group, You are trusted with information, knowledge, and know-how concerning the Business and operations conducted by the Company. You, therefore, agree the following obligations are reasonable and necessary to protect the legitimate business interests of the Company and/or other companies within the Group.

For a period of 12 months after You leave the Company's employment for whatever reason (voluntary or involuntary) less any period during which You are not required to attend for work pursuant to any agreed garden leave arrangements, You shall not without the prior written consent of the Company, whether on behalf of Yourself or any other person, firm or company in competition with the Company or the Group, directly or indirectly:

- i) solicit; or
- ii) seek to procure orders from; or
- iii) provide services to; or
- iv) transact or handle business or otherwise deal with; or
- v) approach, canvass or entice away from the Company or the Group; or
- vi) participate in client relationship management activities with respect to

the business of any Client (or additionally, in respect of sub-paragraphs i) and ii), a Prospective Client) of the Company or the Group with whom in the course of Your duties You or any person who reports directly or indirectly to You have had material dealings at any time during the 12 months prior to Your employment.

For a period of 12 months after You leave Willis Towers Watson's employment for whatever reason (voluntarily or involuntarily), You will not directly or indirectly encourage, solicit or induce any employee of the Company or the Group with whom You have worked in 24 months prior to the termination of Your employment, to leave his or her employment, where the departure is intended for the benefit of You or Your new employer or any other organisation carrying on a business in competition with the Company or the Group.

The Parties agree that the failure to comply with the covenants set forth in this clause and the Confidential Information clause of this Agreement cannot be reasonably or adequately compensated (as per the Liquidated Damages Schedule) in damages in an action at law and breach of these provisions will cause Willis Towers Watson irreparable harm. Therefore, in addition to the other remedies which may be available to it, in law or in equity, Willis Towers Watson shall be entitled to injunctive relief with respect to a breach of any of the covenants set forth in this clause and the Confidential Information clause of the Agreement.

If You breach any of the covenants set out in this clause, You agree to pay all costs (including legal fees) incurred by Willis Towers Watson in establishing that breach and in otherwise enforcing any of the covenants or provisions of this clause.

The Parties agree that, if any court or other competent authority finds a covenant set forth in this clause and the Confidential Information clause of the Agreement unenforceable with respect to scope or duration, the court or other authority may modify the covenant to make it enforceable to the

maximum extent permitted by law or the agreement shall be enforced with such modifications as required to be compliant with Applicable Law read into the Agreement.

Each part of this clause constitutes an entirely separate and independent restriction. If any part of this clause is held illegal, invalid or unenforceable, in whole or in part, it will not affect the validity of the remainder of this clause and any part held illegal, invalid or unenforceable will not be considered terminated, but will be amended to the extent necessary to make it valid and enforceable.

If any payments are due from You to the Company, including Liquidated Damages set out hereinabove, the same shall be recoverable by the Company even against Your legal heirs, legal representatives, successors, administrators and executors.

The failure of Willis Towers Watson to enforce any term of this clause or to require the performance of any provision hereof will not be considered a waiver of such term or of Willis Towers Watson's right to enforce the same or other terms of this clause.

For the purpose of this clause the following definitions shall apply:

"Business" means the business of a type carried on by the Company or by any other company in the Group at the date Your employment terminates.

"Company" means Your employing entity, any company in the Group and any predecessor and/or assigns thereof.

"Group" means the Company and any parent undertaking and/or associated undertaking of the Company.

"Client" means any person, firm, company or other organisation who or which as at the date Your employment terminates or at any time during the 12 months prior to that date:

- a. gives or is in the habit of giving instructions directly or through an Intermediary to the Company or any other company in the Group concerning the Business; or
- b. is supplied or is in the habit of being supplied directly by the Company or any company in the Group or indirectly through an Intermediary with services relating to the Business; or
- c. is an insured or reassured or an Intermediary having influence over the introduction or facilitation of securing of the Business with the Company or any other company in the Group; or
- d. were directly or indirectly solicited by You and/or to which You directly or indirectly provided services and/or directly or indirectly participated in any client relationship management activities.

"Intermediary" means any person, firm or company by or through or with whom or which the Business is introduced and/or facilitated on behalf of an insured or reassured whether or not such intermediary derives any financial benefit from the arrangement.

"Prospective Client" means any person, firm, company or other organisation engaged in substantive negotiations (which have not yet finally been concluded) with the Company or with any other company in the Group in the 12 month period up to the date Your employment terminates for the supply of services by the Company or any other company in the Group in relation to the Business and in which negotiations You were directly or indirectly involved.

Appendix 2

PRIVATE AND CONFIDENTIAL

Salary - Annual Compensation Details

Name: Kanaiya Giradharlal Kanabar

Title: Trainee

Career Level: 83

Particulars	Annual (INR)
Basic	167306.4
House Rent Allowance	66923
Conveyance	19240
Festival Bonus	13932
Special Allowance	268686.59999999998
Shift Allowance	0
Company's Contribution to Provident Fund	21600
Company's Contribution to ESIC	0
Base Compensation (A)	557688
Premium for Group Gratuity	8047
Premium for Group Medical Policy	24683
Premium for Group Personal Accident Policy	647
Premium for Group Life Insurance Policy	8935
Benefits and Gratuity Cost (B)	42312
Total Cost to Company (A+B)	600000

Your compensation shall be subject to statutory deductions under the prevailing law.

For WTW Global Delivery and Solutions India Private Limited



Sandhya Vinayak Kini
Director - Human Resources

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organizational resilience, motivate your workforce and maximize performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you. Learn more at [wtwco.com](https://www.wtwco.com).

Candidate Declaration

Candidate Name: Kanaiya Giradharlal Kanabar

Business Unit/ Team: Segment Technology

Designation offered: Trainee

Shift Timing offered : 1.30pm – 10.30pm

We would like you to read, understand and acknowledge the following:

Job Profile and Shift timing:

- i) I have read and understood the job description shared with me for the said role
- ii) I am in acceptance to the initial shift timings offered
- iii) I also understand that Willis Towers Waston (“Company”) reserves the right to transfer me to any other role, business group, location and can change my shift timings as per business requirement, at its sole discretion

Compensation and Benefits:

- i) I understand that the salary and benefits provided by the Company are as indicated in the draft offer
- ii) I understand that incentive/bonus and/or merit increase is subject to performance appraisal and payout criteria of the Company
- iii) I agree to keep the confidentiality of the offer made by the Company

Transport Boundaries:

- i) I am aware of the transport boundaries that the Company operates within
- ii) I understand that the nodal transport service offered by the Company is from fixed pick-up points
- iii) I understand that the focused transport service (i.e. home pickup/drop) is offered based on shift timings
- iv) I understand that unless I reside within transport boundary, I am not eligible for Transport Services during the term of my employment.

Background Verification:

- i) I understand that my employment with the Company is subject to clearing all the checks related to the Company’s Background Verification (BV) process and should meet the Company’s guidelines and standards
- ii) I also understand that I need to submit all the relevant documents requested by Human Resources (HR), for the purpose of employment, within 48 hours of receipt of this email
- iii) I understand that I need to furnish any additional/supporting documentation as required by the HR
- iv) I understand that I need to present originals of all mandatory documents on my date of joining
- v) Failure to submit any of the relevant documents requested by HR would result in my Letter of Intent being revoked

I, the undersigned hereby declare and state that all information submitted as part of my job application with Willis Towers Watson is true and accurate to the best of my knowledge. I understand that in the event of my information being found false or incorrect at any stage, my candidature/appointment shall be liable to cancellation/termination without notice. I state that I have clearly read and understood the above statements and or declarations. I further confirm that I shall always abide by the terms and conditions of the offer of employment with Willis Towers Watson.

Handwritten signature of Kanaiya Giradharlal Kanabar, consisting of a stylized 'K' above the name 'Giradharlal Kanabar' written in cursive.

Candidate Signature: _____

Candidate Name: Kanaiya Giradharlal Kanabar

Date 15 December, 2022

[1] Shift timings are currently managed with 8 hour window due to office space and transport constraints and shall be reversed to 9 hours when said constraints are resolved.

Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-214

1st July 2023

Dear Mr. Shubham Katke,

Greetings from Godrej!

We are delighted to have you coming on board on **10th July 2023**.

We are sure that you are keenly looking forward to what's in store for you upon your joining us.

To make your transition in Godrej smooth, we have planned a comprehensive Corporate Orientation Program at our Vikhroli Establishment in Mumbai.

Your portfolio / assignment and the place of posting will be shared with you after the Corporate Orientation Program.

To enrich you with knowledge, learning, skills and experience during the traineeship, you will be undergoing a structured Training Program comprising of learning inputs in a phased manner:

Phase I (At the time of Joining): - Corporate Orientation Program, followed by:

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase II (Mid-Year): - Developmental Program(s)

- Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

Phase III (Upon completion of the Training): - Organization Level Development Programs (Common for all) followed by:

- Advanced Programme of Technical Training Program (or)
- Sales, Service and Marketing Training Program (and)
- On-The-Job Training, as applicable.

When you take up the assignment, we have earmarked for you, you will have a 'buddy' to help and guide you in the initial days. Please feel free to speak to / write to us for any information that you may need:

Ms. Rachna Bhuse (rachna@godrej.com, Mobile: 9821490425)

Ms. Sameeta Khambe (sameetak@godrej.com, Tel.: +91-22-6796 1431)

We look forward to you becoming part of the exciting growth journey at Godrej!

With best wishes,



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: Offer Letter



Corporate Personnel & Administration Dept.

Ref: HK/P&A/CAMPUS-OFFER'2023-24/CN-214

1st July 2023

Mr. Shubham Suresh Katke
A/2407, Anand Savali CHS
Dharmaveer Marg
Near Aadhar Hospital, Panchpakhadi
Thane - 400602
Mob: 8850694837

TR CAT: C-200

OFFER LETTER

Dear Mr. Shubham Katke,

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your selection as **Graduate Engineer Trainee** in our Organization. Your appointment is covered under the provisions of **The Apprentices Act, 1961 and its subsequent amendments thereto**. The terms & conditions are as given below:

1. Place of Posting & Period of Training:

Your initial place of posting will be at our Vikhroli Establishment, Mumbai. The training period will be for a period of twelve (12) months from your date of joining, i.e., **with effect from 10th July 2023.**

2. Consolidated stipend:

You will be paid an All-inclusive Consolidated Stipend of **Rs. 36,000/- (Rupees Thirty-Six Thousand only)** per month.

(In the event of any legislation being enacted/made applicable treating the above mentioned "Consolidated Stipend" as "Salary" for the purpose of calculating Provident Fund, Gratuity, House Rent Allowance, Medical or any other direct / indirect benefit or contribution etc., then in such an event, the said "Consolidated Stipend" shall stand adjusted / modified to the extent so that there is no additional financial burden on the Company on this count i.e., the stipend payable to you by the Company, inclusive of all statutory, direct / indirect benefits or contributions, shall not exceed the above mentioned Consolidated Stipend per month).

3. Leave Entitlement:

You will be eligible for Leave as per the Leave Rules of the Organisation applicable to the trainees covered under The Apprentices Act, 1961. The same is subject to change from time to time.

4. General terms & conditions:

- Although it is not mandatory and / or obligatory on the part of the Company to offer you employment upon completion of the training period, you will be considered for any suitable opening that may arise / exists at that point in time, subject to your overall performance, attitude, conduct, attendance & punctuality besides meeting the requisite selection criteria.
- As a part of the terms and conditions mentioned in this Offer Letter, you will be required to sign a Service Agreement for a period of two years (one year as a Trainee and one year subject to being absorbed in regular employment upon successful completion of the training period).

We are enclosing the soft copy of the Service Agreement which you are required to prepare on a **Stamp Paper of value Rs.200/-** and submit the duly filled-in and signed (by you and the guarantor) Agreement on your date of joining. Please note that it is mandatory to carry the Service Agreement on your date of joining along with the Offer acceptance copy.

Contd....(2)



(2)

Mr. Shubham Suresh Katke, Thane - 400602.

- c) During the training period, you will not be eligible for any Variable Pay (viz., Performance Pay, Sales / Service Incentives etc.).
- d) Your selection as a trainee is subject to you being found medically fit by the Company's Medical Officer or by a Medical Practitioner of Company's choice.
- e) While your initial place of training / posting will be at our Vikhroli Establishment, you are liable to be transferred to any of the Company's Establishments / Upcountry Manufacturing Plants / Project Site Office within the territory of India during your training period and/or thereafter and the same will not have any impact on your Consolidated Monthly Stipend. You will be adhering to six days per week work schedule. The salary/stipend disbursement is on the 10th day of every month.
- f) The Management shall decide your Function (Profile), Division and the Place of Posting as per the business need and exigencies, and the same shall be communicated to you during the Corporate Orientation Program. The Management's decision in this regard shall be final and binding on you.
- g) If and when it is required to impart training to you on a non-working day, you will be required to report for training on such days for which you will be given compensatory off. Similarly, as and when required, you may be called upon to report in second shifts when specific / special training opportunities are available.
- h) If you wish to resign from the traineeship of the Company, the notice period is one month during the training period, and you will be permitted to do so subject to your fulfilling the terms & conditions as per the Service Agreement signed by you. The Company reserves the right not to accept the notice period depending upon business needs and requirements. In case you leave the traineeship without fulfilling the terms & conditions as applicable to you, the Management reserves the right to initiate appropriate proceedings as per law.
- i) Your traineeship can be terminated by the Company at any time by giving you one month notice. Upon successful completion of the training and after absorption in regular employment, the notice period is three months on either side.
- j) The Company reserves the right to terminate your traineeship / employment at any time without notice or payment in lieu thereof if you are found guilty of absence from duty without prior intimation and/or permission for a continuous period of seven days or more, insubordination, non-performance, low productivity, disclosing confidential data or information pertaining to the Company, bonafide loss of confidence, misappropriation of Company's funds, causing damage to the property of the Company, non-compliance of Company rules & regulations besides omission / commission of any act on your part which may be prejudicial to the interest of the Organization.

In case you need further information about the pre-joining / joining process, please contact Mr. S G Kannan (Mobile 9820506928, Email id: sgkannan@godrej.com) or Ms. Aliamma (Mobile 9867066396 Email id: aliamma@godrej.com).

Contd.... (3)



(3)

Mr. Shubham Suresh Katke, Thane - 400602.

5. Qualification Clause (Declaration of Final Year / Semester Results):

If your selection is being made prior to the declaration of the final semester results of the examination for which you have recently appeared, you are required to inform the Company about the results immediately upon declaration of the same by the University / Institute. You shall submit a copy of the mark sheet / certificate issued by the Institute / University as documentary evidence and produce the original for verification. In case, you do not pass the said degree / diploma examination, your selection / appointment will be deemed to be automatically terminated without notice or payment in lieu of notice with effect from the date of the declaration of the result at the discretion of the Management. Further, if you are unable to submit the official documentary evidence in support of you having secured a final pass in the aforesaid examination prior to the completion of the training period, your appointment will automatically stand terminated without notice at the end of the training period at the discretion of the Management.

6. Submission of False Documents:

If at any time in future, the documents submitted by you pertaining to your date of birth, residence, family details, educational qualification and/or external work experience etc are found to be false / incorrect, the Company reserves the right to terminate your appointment forthwith besides initiating necessary legal proceedings against you as per law.

7. Code of Conduct:

You will be bound by the Company's Code of Business Conduct & Ethics as applicable from time to time and will be required to sign the 'Code of Business Conduct & Ethics upon your joining the Company. In addition, you will be required to sign an 'Employee Non-Disclosure & Confidentiality Agreement' upon your joining the Organization, which aims to protect the intellectual proprietary rights and business information of the Company and its clients / business associates.

8. Conflict of Interest:

You are expected to carry out your duties and responsibilities diligently, and shall always, safeguard the interest of the Company. During your traineeship / employment in our Company, you are required to devote yourself exclusively to the services of the Company and you shall not undertake yourself directly or indirectly with any business, duties or outside work, either part time or full time, without the prior express permission of the Management. The Company regards conflict of interest as a severe offence, which may lead to strict disciplinary action, including termination of your traineeship / employment without notice.

9. Indemnity:

You shall indemnify the Company against any loss / damage, proceedings which the Company may suffer due to any wrongful acts, negligence and/or gross dereliction of duties on your part. Such indemnity shall not prejudice the right of the Company to terminate your traineeship / employment on such count or the right of the Company to seek other remedies which the Company may have to make good the loss / damage suffered.

10. The Company reserves the right to add to, amend or vary the forgoing terms and conditions as and when found necessary.

The formal Letter of Appointment will be issued to you upon completion of the Corporate Orientation Program.

Contd....(4)



(4)

Mr. Shubham Suresh Katke, Thane - 400602.

Please report for the Corporate Orientation Program commencing on **Monday, 10th July 2023 at 8.45 a.m.** at the following venue:

Godrej & Boyce Mfg. Co. Ltd.
Room No.317, Plant 13 Annexe, 3rd Floor
Pirojshanagar, Vikhroli East, Mumbai 400 079.

Please bring the following with you, when you report for the Corporate Orientation Program:

- All certificates and marksheet in original pertaining to your educational qualification, along with one set of photocopies (S.S.C. or School Leaving Certificate to be submitted as documentary evidence for date of birth).
- Three passport size photographs (in professional attire)
- Photocopy of PAN Card and Aadhar Card.
- Letter from your present/last employer confirming that you have been relieved from their service (only if applicable).
- Original Service Agreement (made on a stamp paper of value Rs.200/-) duly signed by you and your guarantor in all the pages.
- Copy of Final Vaccination Certificate, if not given earlier.

Any dispute, differences or disagreement arising out of the terms & conditions of this Offer Letter & the Service Agreement entered by you with the Company shall be referred to a Sole Arbitrator nominated by the Company under the provisions of Arbitration & Conciliation Act, 1996, whose decision shall be final and binding. The language of the Arbitration shall be English and the location of the same shall be in Vikhroli, Mumbai.

Please email us a scanned copy of last page (i.e., Page no. 4) of the offer letter with your signature as a token of your acceptance of its terms & conditions, within two days of receipt of this email.

We look forward to your joining Team Godrej for a bright and prosperous career with us.

Yours truly,

For Godrej & Boyce Mfg. Co. Ltd.



Harpreet Kaur
Senior Vice President & Head-
Corporate Personnel & Administration

Encl.: As above

I have gone through the terms and conditions of the aforesaid Offer Letter and the Service Agreement. I hereby agree to abide by the same. I will report for the Corporate Orientation Program on _____.

Signature: _____ Date: _____ Mobile Number: _____



Ref.:- HO/HR/OL/09032023

09-03-2023

Subject: Offer Letter

Dear CHINMAY KORGAONKAR,

This is in reference to the evaluation of your candidature and the discussions we have had with you pursuant thereto. We are pleased to inform you that we would like to make you a job offer to join Games24x7 (www.games24x7.com) as “**Data Analyst**”.

Offer Details: -

Total C.T.C : Rs. 12,32,000/- (Rs. Twelve Lakh Thirty Two Thousand Rupees only P/A).
(The details of salary break up can be found in ***Annexure I*** below)

Joining Bonus : You will also be eligible for one-time payment of INR 100000

Position : “Data Analyst”

Joining Date : 10-07-2023

Job Location : Marathalli,Bengaluru, Karnataka, India, (Bengaluru)

We would appreciate if you could confirm your acceptance of this offer by 13-03-2023.

On the date of joining, you are requested to submit the following documents: -

1. Certificates (Educational & Experience).
2. Last drawn Salary Slip.
3. Address Proof (e. g. Electricity Bill, Ration Card, Passport, etc.)
4. Photo ID (e.g. Voters card, passport, driving license etc.)
5. Passport sized photographs Color (2 nos.)

You will be working initially on probation for a period of 180 days and your employment will be confirmed after successful completion of probation. A formal letter of appointment will be issued to you with all the terms and conditions post submitting all the requested documents.

Please give us a signed copy of this offer letter or respond by email confirming your acceptance of this offer. Please note that this offer will cease to be valid if we do not receive your acceptance within the stipulated time of joining as mentioned in the job offer letter above.

We extend to you our warm welcome and look forward to your long and successful association with the Games24x7 family.

Thanks & Regards,

For Games24x7 Pvt. Ltd.

A handwritten signature in black ink, appearing to read 'Vikrant Goyal', is placed on a yellow rectangular background.

Vikrant Goyal
(Vice President - HR)

Annexure – I

Cost to Company (CTC)
Name of Employee: - CHINMAY KORGAONKAR
Designation: - Data Analyst
Cost to Company (CTC) effective from: - 10-07-2023

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	4,40,000	36,666.67
HRA	2,64,000	22,000
LTA	44,004	3,667
Food Coupons	30,000	2,500
Conveyance	24,000	2,000
Special Allowance	2,76,396	23,033
Gross Salary Fixed	10,78,400	89,866.67
PF Employer Contribution	21,600	1,800
Gross Salary with Retirals	11,00,000	91,666.67
Potential Bonus	1,32,000	11,000
Total CTC	12,32,000	1,02,666.67

- Your total earnings are further subject to statutory deduction(s) as applicable under law.
- Employer contribution to PF is part of your CTC mentioned in your salary break-up. Employee Contribution shall be deducted from your basic salary and appears as deduction in your pay slip.
- Joining Bonus will be paid along with the first month salary. If you leave the company before one year of completion, joining bonus would be deducted from your final settlement.
- Company performance bonus payout is totally based on company's performance and your individual performance. This is indicative and final number may vary basis actual performance evaluation. For the past five years the Company wide average percentage has been 12% of fixed CTC.



**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 06/02/2023

Sakshi Dilipkumar Lalwani

C11990717

202, Ash, Rosalie Lx, Khadakpada , Kalyan(W), 421301

8668590300

Dear **Sakshi Dilipkumar Lalwani**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Packaged App Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , which shall be completed, without any delay or extension, within the course timeline as prescribed by the college/institution/university, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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Candidate's Signature

Sakshi Lalwani

Reference Id: 8df31737-fc7d-4e89-9c7d-2591160931b5_1
Signed By: MAHESH VASUDEO ZURALE

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. Before onboarding, we encourage you to take both doses of the COVID-19 vaccine.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

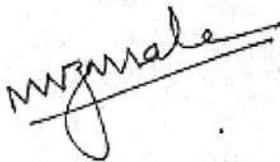
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

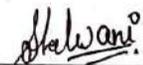
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED



Sakshi Dilipkumar Lalwani

Date : 8-08-2023

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Individual Performance Bonus (IPB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 13,800/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 460700/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Individual Performance Bonus (IPB)

You will be eligible to participate in the FY23 (September 2022 to August 2023) Individual Performance Bonus (IPB) Programme. Your

indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal Year, subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the IPB programme guidelines. The IPB will be paid out subject to you being on the rolls of the Company on the date of disbursement of these payouts and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR 25,000/- in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 4- Dependent children	INR 5,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to 2 times of your annual fixed compensation with minimum cover of INR 7,50,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse/partner and 4 dependent children up to INR 5,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law up to INR 20,00,000 and siblings up to INR 10,00,000 under a separate Insurance plan. You also can avail optional Top-Up Policy for yourself and your dependents (spouse/partner and 4 children) up to INR 30,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse/partner and 4 dependent children
- 20% of such claims for parents, parent's in-law and siblings under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to two times of your annual fixed compensation with minimum cover of INR 7,50,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to

company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In case you are relocating from your current location to join Accenture, you would be eligible for relocation assistance. You are entitled to relocation assistance up to the maximum limit of INR 2500.00/-, to be reimbursed on actuals along with appropriate supporting bills towards the following:

- Travel expenses by air / train for employee, spouse, dependent parents and children from previous work location / place of residence to the joining location, including any conveyance expenses.
- Expenses towards movement of goods and household articles (including insurance) from previous work location / place of residence to the joining location.
- Expenses towards movement of one vehicle including Road Tax / Octroi.
- Brokerage charges for new residence at the joining location. Refundable deposits shall not be reimbursed.

You will be provided with transit accommodation for the first 14 days of your stay at your joining location. You will receive further updates regarding your relocation assistance, 30 days before Date of joining from the onboarding team.

All the expenses would have to be claimed as a one-time reimbursement. You would require approval from your People Advisor for the reimbursement. All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New Joiner Relocation (NJR) > within 90 days of joining.

In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the relocation amount will become payable by you and should be repaid on termination of your employment/separation from the Company. In the event, you fail to repay the relocation amount, and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Any dues payable by you on termination/separation from the Company as aforesaid will be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you will need to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

GST Clause:

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Candidate's Signature



Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Certification Completion Document (as mentioned in the eligibility criteria)
9. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:



Sakshi Dillipkumar Lalwani

Date: 8-08-2023

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

Date: 20-Oct-2022

Sahil Anand Malgundkar
25/B, Rama-Madhav Co-OP HSG Soc,
Shreenagar, Wagle-Estate,
Thane - 400604

Offer Letter

Dear Sahil,

Congratulations!

This is with reference to your interview process; we are pleased to offer you the position of a **Associate Software Engineer** with Indus Valley Partners (India) Private Limited. Please consider this letter as a full time employment letter/appointment letter from date of joining.

You shall report for work on: **05-Jul-2023**

Your Cost to Company (CTC) would be of **INR 750000/- (Seven Lakh Fifty Thousand only)** per annum plus Deferred Cash Opportunity and Non Encashable Benefits. The salary is structured in a tax efficient basis and includes PF, HRA and other benefits as applicable. The details of compensation are given in the Annual Earning Opportunity Annexure.

During your employment with Indus Valley Partners (India) Private Limited, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Indus Valley Partners (India) Private Limited any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Indus Valley Partners (India) Private Limited or any of our existing or prospective clients. You also agree to not solicit employment with the IVP's direct clients or client's group/associate companies/firms until at least one year after leaving the firm.

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

If you have any questions about this offer letter, please contact us immediately so that we must review specific terms together.

You will be entitled to leaves as per the policy of the Company. We look forward to your joining!

You are requested to report at **12:00 PM** on the date of joining along with the following documents in original and their self-attested copies, wherever applicable:

- Updated Resume
- Certificates in support of your age, qualifications
- Last employer relieving letter and experience certificate
- IVP offer letter along with the salary break up offered
- Passport
- Permanent Account Number (PAN) Card (mandatory)
- 3 Passport size photographs
- Adhaar Card

Note: This offer of employment is subject to successful completion of the IVP background check process.

Welcome to the IVP family!

Best Regards,



MD, HR & Compliance

I accept the employment along with all the Terms and Conditions.



Electronically signed by: Sahil Malgundkar
Reason: I have read the agreement and
approved it.
Date: Oct 28, 2022 19:35 GMT+5.5

Signature of Employee

Sahil Anand Malgundkar

Date of acceptance:

TERMS AND CONDITIONS OF EMPLOYMENT (ANNEXURE - A)

A) GENERAL

1. Employee confirms that all the testimonials made and information provided by Employee is correct:
2. Employee further confirms that Employee is free from any contractual restrictions preventing Employee from accepting this offer or starting work on immediately on acceptance of offer of employment and there is no impediment upon Employee from joining the Company as full time employee:
3. Employee shall disclose on Employee own behalf and, if married, on Employee spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; and involvement in other positions external to the Company and Employee employment in the Company is subject to acceptance by the Company of those external interests of Employee or Employee spouse.
4. If Employee commits any breach any of the aforesaid conditions, this offer shall be revoked automatically (whether Employee have accepted it or not) and, if Employee have already commenced employment with the company, such employment will automatically terminate without giving Employee any claim for compensation or damages, but without prejudice to the Company's rights and remedies against Employee.
5. Employee performance will be evaluated according to Employee efficiency, punctuality, conduct, maintenance of discipline and in accordance with the policy of the Company.

B) PLACE OF POSTING

6. Employee's initial place of posting shall be at **Mumbai** India. However, Employee services are transferable and Employee may be assigned transferred in India or outside India to serve the Company or any of the group companies. Employee may also be seconded, deputed or transferred to any other company associated to the Company whether in India or abroad. The transfer will not deem to constitute a change in Employee conditions of service.

C) PERFORMANCE OF DUTIES

7. Employee shall be assigned with all the duties and responsibilities of a **Associate Software Engineer** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
8. Employee shall, at all times, be required to carry out the duties and responsibilities assigned to Employee by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of his ability to protect and promote the interest of the Company.

9. Employee shall not, during the term of his/her employment, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests. Employee shall use the office of the Company only for rendering such services for which Employee has been appointed.

D) COMPENSATION

10. As compensation for services to be rendered by Employee to the Company,
Employee shall be paid as per Annexure B.

E) CONFIDENTIALITY

11. The employee undertakes to sign and execute separate agreement of Non-Disclosure, Non-Solicitation and Non-Compete agreement which shall form part and parcel of terms and conditions of employment.

F) TERMINATION OF EMPLOYMENT AND RESIGNATION

12. The Company may terminate Employee services by giving one months' notice during the first six months of employment, at any point of time, without assigning any reason. Instead of notice, the Company may give one month's pay in lieu thereof. Similarly, employee can also resign by giving one months' notice during the first six months. After completion of six months, the Company may terminate Employee service by giving ninety days' notice at any point of time without assigning any reason. Instead of notice, the Company may give ninety days' pay in lieu thereof. Similarly, employee can resign from the services of the Company by giving ninety days' notice after completion of six months.

13. If Employee resigns the company within two years from the date of joining then needs to pay back Rs. 1,00,000/- in lieu of initial training cost incurred by the company.

14. Upon termination/resignation of Employee from employment with the Company for any reason, Employee shall promptly return to the Company all the properties provided by the company to Employee for performance of duties which includes laptop, computer or any other device etc, keys, credit cards, passes, confidential documents or material, all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business of the company or its subsidiaries or associates or client. The company reserves the right not to relieve Employee in the event that all the Company's documents/property/Confidential Information in Employee custody have not been properly handed over by Employee to an authorized representative of the Company.

G) OTHER CONDITIONS

15. Employee will be bound by the code of conduct of the Company and all others rules, regulations, instructions policies and orders issued by the Company from time to time, in relation to Employee conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these code of conduct, rules, regulations, instructions, polices etc. were part of this Agreement.

16. The company has right to send Employee to further training in India and abroad at the expense of the Company. Employee shall report back to the company at the place of posting where the company post Employee after completion of training and further undertake to serve the company for minimum period of two years after completion of the training. In case Employee is removed from job during the period of these two years or Employee leave the job on his/her own, Employee shall reimburse to the company the amount spent by company on such training. Company may call upon Employee to sign a separate agreement for indemnifying the company of the amount spent by company on such training and Employee shall also provide a surety to the satisfaction of company to ensure payment of such amount. As and when such agreement is signed by Employee, the same would become part and parcel of this employment conditions.

17. Any dispute between the parties shall be decided by arbitration which shall be held in Delhi. Employee authorizes the Company to appoint single arbitrator to decide any dispute arising out of this agreement between the parties.

18. The court at Delhi shall have exclusive jurisdiction and the applicable law shall be Indian Law.

For and on behalf of M/S Indus Valley (India) Pvt. Ltd.

Authorized Signatory



MD, HR & Compliance



Electronically signed by: Sahil Malgundkar
Reason: I have read the agreement and
approved it.
Date: Oct 28, 2022 19:35 GMT+5.5

Signature of Employee

Sahil Anand Malgundkar

Date and Place:

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

This Agreement is made on this day of **05-Jul-2023**, between **Indus Valley Partners (India) Pvt. Ltd.** (herein after referred to as “Employer which shall include its associates, subsidiary or any sister concern”) whose registered office is Unit No. 702, Skylark Building, Nehru Place, New Delhi-110019 and principal place of business is B-13, SDF Block, Noida Special Economic Zone, Noida (UP) and **Sahil Anand Malgundkar** currently residing at “25/B, Rama-Madhav Co-OP HSG Soc, Shreenagar, Wagle-Estate, Thane - 400604” (Hereinafter referred to as “Employee”).

WHEREAS, Employer is in the business of providing and selling computer software systems and performing software consulting and systems design, development and implementation services (the “Business”)

AND WHEREAS, Employer values the Employee’s services, and desires to retain the services of the Employee, and the Employee wishes to be employed by Indus Valley Partners

AND WHEREAS the Employee has access to the Employer’s business & trade secrets, confidential & proprietary information and Employer’s customer information.

AND WHEREAS the employee may/has also obtain/obtained special training through training and during course of employment which were special, unique and extra ordinary

AND WHEREAS the Employer has right to protect its business interests and it would be to the detriment of Employer’s business interest if the Employee were to become associated in any way with a competitor of Employer or to disclose confidential & proprietary information of Employer or its clients, associates etc

That it is necessary that this agreement is entered into by the Employer and the Employee to put limited restrictions on the Employee without restricting his right to earn his livelihood in any legitimate Employment so also to protect the business interests of the Employer. Therefore, the restrictions are placed for a temporary period on his right to associate in any way with competitor of Employer. **The restrictions are limited to the territory of North America, U.K and India.**

NOW, THEREFORE, in consideration of employment by Employer of the Employee, and the compensation to be paid by Employer to the Employee now and hereafter, Employer and Employee agree as follows:

1. Not an Employment Agreement

This agreement is not an Employment Agreement. This Agreement shall not create any right to continued employment of the Employee for Employer for any specific term. Employee’s employment by Employer shall be at will, and may be terminated by either party at any time in terms of letter of appointment.

2. Confidential and Proprietary Information

Employee understands that “Confidential & Proprietary Information” (hereinafter referred to a Confidential Information) means any and all Information and knowledge regarding the Business which the Employee assimilates or to which the Employee has access during his or her employment with Employer including, but not limited, to Employer proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, clients lists and clients (including, but not limited to, clients of Employer on whom Employee calls or with whom Employee becomes acquainted during the term of his or her employment), prospective clients as identified from time to time in the records of Employer, client information books and records of Employer, corporate relationships, suppliers markets, computer software computer software development, inventions,. Processes, formulas, technology, designs, drawing, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding marketing, costs, pricing, finances, financial models and projections, billings or other similar business information. Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee. Employee further agrees that all confidential information shall at all times remain the property of Employer and employee is duty bound to protect its integrity and confidentiality. The employee further undertake that he or she understand the information includes all the information stored in form of data/information in the hard disk or removable discs in any computer or in printed shape or in any other form whatsoever. The employee undertake that the employee shall not carry with it unless to be used for the business of the employer or shall communicate to himself or any other persons who so ever through email or in any other mode of communication physically or technologically.

3. Acknowledgment of Confidentiality

Employee hereby acknowledges that he has access to the confidential information during the course of his employment and has also/would acquire special skills and knowledge which is unique during the course of employment and the training during the employment of Employer.

4. Former Employer Information

Employee represents and warrants that the execution of this Agreement and performance of the Employee’s obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement with any other person or entity of which the Employee is a party or by which the Employee is bound. Furthermore, Employee agrees that he or she will not, during his or her employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former Employer or other person or entity with which Employee has an agreement or duty to keep in confidence and that Employee will not bring onto the premises of Employer any

unpublished document or proprietary information belonging to any such Employer, person or entity unless consented to in writing by such Employer, person or entity.

5. Third Party Information

Employee recognizes that Employer has received and in the future will receive from third parties their confidential information subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his or her work for Employer, consistent with Employer's agreement with such third party. The Employee agrees to execute further agreement (s) in respect of the information of the third party where the employee is deputed or otherwise become associated during the course of the employment of the Employer.

6. Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with Employer. The records will be in form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

7. Agreement not to Disclose

a) Employee agrees that at all times during the term of his or her employment and thereafter to hold in strict confidence, and not to use, except for the benefit of Employer, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Employer or its Chief Executive Officer, any Confidential Information of Employer.

b) Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/ she shall not use, commercialize or disclose except under terms of employment of Employer, any Confidential Information to any person or entity, or else under provision governed by this memorandum except as Employer may approve in writing.

c) Even upon assignment of the all inventions etc to Employer as stated in the agreement, employee undertakes to use at least the same degree of care in safeguarding the Confidential Information as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential information from unauthorized or inadvertent disclosure.

8. Inventions Retained and Licensed

Employee has attached hereto as **Exhibit A** is a list describing

(a) All inventions, original works of authorship, developments, improvements, and trade secrets which were made by him or her prior to his or her employment with Employer II) which belong to him or her, and

(b) Which relate to Employer's proposed business, products or services (collectively referred to as "Prior Inventions"). The Prior Inventions are not being assigned to Employer hereunder.

(c) If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of his or her employment with Employer, Employee incorporates into a Company product, process or machine a prior Invention owned by him or her or in

(d) which Employee has an interest, Employer is hereby granted and shall have a non exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

9. Assignment of Inventions

Employee agrees to promptly make full written disclosure to Employer and will hold in trust for the sole right and benefit of Employer and Employee hereby assigns to Employer, or its designee, all Employee's right, title and interest in and to any and all inventions, original works of authorship, development, concepts, Employer improvements or trade secrets of whatever nature and whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by Employer (collectively referred to as "Inventions") and Employee further agrees that Employer the foregoing shall also apply to Inventions which relate to the business of Employer or to Employer's anticipated business as of the end of Employee's employment and which were conceived or developed during Employee's employment with Employer and reduced to practice during a period of one year after the termination of Employee's employment.

10. Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer expense, in every proper way to secure Employer's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

11. Solicitation of Employees.

During the Employee's employment with Employer and for a period of three (3) years following the termination of his or her employment with Employer, for any reason, Employee agrees to refrain from and will not, directly or indirectly, as an independent contractor, employee,

consultant, agent, partner, joint venture or otherwise solicit or take away, or attempt to solicit or take away employees of Employer, either for Employee's own business or for any other person or entity.

12. Covenants Against Competition

EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION MAY AFFECT HIS OR HER RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT WITH EMPLOYER.

(a) As a material inducement for Employer to employ Employee, and in order to protect Employer's Confidential Information and good will and business, Employee agrees that during the time the Employee is employed by Employer and for a period of twelve (12) months after termination of Employee's employment with Employer, for any reason, Employee shall not, directly or indirectly solicit or accept business from or provide services to or accept employment with or seek remuneration from any of the clients or customers of Employer or any entity under common control of any client or customer of Employer. For purposes of this Agreement, a client or customer of Employer shall be defined as any person, firm, partnership, company, corporation or other entity with or to whom Employer (i) sold goods or services (ii) had submitted a written proposal for a specific requirement, or (iii) had work in progress, as of the date of Employee's termination of employment or during the eighteen (18) months prior to the termination of employment of Employee.

(b) An employee shall not, directly or indirectly render services as an employee, consultant or otherwise, to or assist with the creation of any Competing Organization during the time the employee is employed by Employer and for a period of 3 months after termination of employment with Employer for any reason. A "Competing Organization" means any person or organization, including Employee which (i) is engaged in, or about to become engaged in, in design, development, integration, implementation, sale, marketing or distribution of software applications which are identical or substantially similar to any product provided by Employer in existence or under development during the time of Employee's employment with Employer or (ii) is engaged in, or about to

(c) Become engaged in, the provision of software consulting of design/development services which are identical to or substantially similar to the services provided by or procedures and methodologies used by or planned to be used by Employer during the Employee's employment with Employer. As of the date of this Agreement, Competing Organizations include, but are not limited to, Infosys, Wipro, HCL Technology, Sapient, Deutsche Software Ltd., Patni, Satyam, Cimpres & Accenture. Employee acknowledges and understands that the foregoing list of Competing Organizations may change from time to time and that such list is not exhaustive.

(d) Employee agrees that the restrictions at (a) and (b) above set forth in this are fair and reasonable and are reasonably required for the protection of the business interests of Employer. However, should an arbitrator or court nonetheless determine at a later date that such restrictions are unreasonable in light of the circumstances as they then exist, then Employee agrees that this (a) and (b) shall be construed in such a manner as to impose on

Employee such restrictions as may then be reasonable and sufficient to assure Employer of the intended benefits of this Section.

(e) The time period during which the Employee is prohibited from engaging in certain business practices pursuant to above Section (a) to (c) shall be extended by any length of time during which the Employee is in breach of such covenants.

(f) That the employee understand that he is full time employee of the employer. In view of the same during the term of employee's employment with Employer, Employee will not engage in any other employment, occupation, consulting or any other business activity whether related to the business in which Employer is now involved or becomes involved during the term of his or her employment, nor will Employee engage in any other activity whether it conflict with Employee's obligation to Employer or not.

ARBITRATION AND EQUITABLE RELIEF

13. Arbitration

Employee agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Delhi, in accordance with Indian Arbitration & conciliation Act 1996 or any modification or re-enactment thereof before a single arbitrator who shall have experience in the area of the mater in dispute. The arbitrator may grant relief in the nature of injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Employer and Employee shall each pay one half of the costs and expenses of such arbitration, and each of them shall separately pay their own counsel fees and expenses and other cost of the arbitration.

14. Equitable Remedies

Employee agrees that it would be impossible or inadequate to measure and calculate Employer's damages from any breach of the covenants set forth in herein above. Accordingly, at the sole discretion of Employer, Employee agrees that if Employee breaches any of such Sections, Employer will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement and, if it prevails in such a proceeding, the right to recover from Employee the costs and expenses thereof, including reasonable attorneys' fees.

15. Miscellaneous Provisions

Employee Agrees that

- a. That he/she will not indulge in Insider trading and will not deal/trade in the securities of the Client. Employee will not exploit his/her position for personal gain and will comply with all applicable securities laws
- b. That he/she will not misappropriate information of the client.
- c. That he/she will not steal information/knowledge that is received as part of the services provided to client or utilize the client information for personal purposes)
- d. Confidentiality of Client information: Employee will not discuss confidential information of client in public places or with any other employee of the Company and will share client information only with other employees who need to know and who are required to have the information to perform their duties.
- e. Employee will not leave information of/related to the client unattended.
- f. Employee will always work with utmost faith and act with integrity while doing his/her duties.
- g. If the employee comes to know that any activity of a colleague is in contravention of these employee obligations, he/she will report the matter to higher authority.

GENERAL PROVISIONS.

16. Governing Law and Jurisdiction

Any dispute arising out of this agreement shall be tried in jurisdiction of competent court and the law of the competent court where action is brought shall be the governing law of this Agreement.

Entire Agreement

The Agreement sets forth the entire agreement and understanding between Employer and Employee relating to the subject herein and merges all prior discussions with respect hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the parties to this agreement. Any subsequent change or changes in Employee's duties, salary, compensation or status due to promotion or restructuring or reallocation's to an associate, subsidiary or parent company in India or abroad will not affect the validity or scope of this Agreement.

17. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves

the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect Employer's interests and rights.

18. Competent Authority

The competent authority to sign any waiver, permission or change in the terms of the agreement shall be Chief Executive Officer or Board of Directors of the Employer or any other person duly authorized by such Chief Executive Officer or Board of Directors.

19. Successors and Assigns

This agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of EMPLOYER, its successors and assigns.

20. Waiver of Breach

The waiver by Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver by Employer of any subsequent breach of the Employee.

21. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually sent by Register post.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For and on behalf of INDUS VALLEY PARTNERS (INDIA) PVT. LTD.

Authorized Signatory



MD, HR & Compliance



Signature of Employee

Electronically signed by: Sahil Malgundkar
Reason: I have read the agreement and approved it.
Date: Oct 28, 2022 19:35 GMT+5.5

Sahil Anand Malgundkar

Witnesses :

- 1.
- 2.

Annual Earning Opportunity		7,78,722
Basic	1,80,000	
HRA	1,99,295	
Mediclaime	5,964	
Miscellaneous Allowance*	3,29,341	
Employer's Contribution to PF	21,600	
Statutory Bonus	13,800	
Cost to Company	750000	
Deferred Cash Opportunity	28,722	
Retention Bonus	20,068	
Gratuity	8,654	
Non Encashable benefits	78,579	
Transport & Meals	73,800	
Term Insurance	4,779	
*Miscellaneous Allowance consists of following components.		
Component		Max Limit
Telephone Allowance & Internet Re-imburements		24,000
Book & Periodicals Re-imburements		24,000
Car Fuel Allowance		28,800
Meal Coupons		26,400
Hostel Allowance		7,200
Children Education Allowance		2,400
Gadget Allowance		1,00,000
Leave Travel Allowance		48,000
National Pension Scheme		10% of basic
Hostel Allowance: This allowance is permissible for hostel expenditure of maximum of two children of Rs. 3,600 each per annum		
Gadget Allowance: Can be claimed by the employees for purchase of any gadget for e.g.- Laptop, Mobile phone, ipad etc used for official purpose and only 10% of gadget value would be taxable as perks in their salary.		
Car Fuel Allowance: Can be claimed by an employee for expenditure on fuel for travelling to office for car owned by him. Applicable only to those employees who are not availing cab facility.		
Retention Bonus: is payable on completion of 3 years, 5 years & every consecutive 3 years with the organization. This is paid as per company policy. Approximate / indicative figures and actuals may vary from individual to individual.		
Non Encashable Benefits: Includes valuation arrived at for benefits like free meals and subsidised transport & premium paid for term insurance. These are approximate projected values and are not included in the Cost to Company(CTC)amount. Transport is provided only within the range of 50kms from IVP office.		
Gratuity: is payable only on completion of at least 5 years with the organization. Approximate / indicative figures and actuals may vary from individual to individual.		
Term Insurance: Every full time employee with IVP is now insured for 10 times their CTC with a maximum limit of 2 crore.		
NPS: is a benefit provided wherein you can save tax 10% of the basic salary. You can choose to contribute 10% of your basic salary towards NPS.		
Terms and conditions are subject to change at the discretion of the management		

Offer letter document

Final Audit Report

2022-10-28

Created:	2022-10-25
By:	Careers at IVP Recruitment (careers@ivp.in)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZs2w0cEQ8c2D7DHJKyZyhVQ4LumQsSyD

"Offer letter document" History

-  Document created by Careers at IVP Recruitment (careers@ivp.in)
2022-10-25 - 12:53:29 PM GMT
-  Document emailed to Sahil Malgundkar (sahilmalgundkar6@gmail.com) for signature
2022-10-25 - 12:53:33 PM GMT
-  Email viewed by Sahil Malgundkar (sahilmalgundkar6@gmail.com)
2022-10-25 - 1:10:08 PM GMT
-  Document e-signed by Sahil Malgundkar (sahilmalgundkar6@gmail.com)
Signature Date: 2022-10-28 - 2:05:20 PM GMT - Time Source: server
-  Agreement completed.
2022-10-28 - 2:05:20 PM GMT



Offer: Computer Consultancy
Ref: TCSL/DT20229931506/Mumbai
Date: 01/10/2022

Mr. Gaurav Govind Mandal
Room No 17 Highway Apartment Sion Trombay Road Mumbai.,
Sion,
Mumbai-400022,
Maharashtra.
Tel# 91-8369323420

Dear Gaurav Govind Mandal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TCSL/DT20229931506

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCSL/DT20229931506

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No 2, Thane (West) 400 601 India

Tel: 91 22 6778 2000/2222 Fax: 91 22 6778 2190 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.



12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



- address affidavits etc.)
- Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.



22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.



(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary
- Annexure 2: List of TCS Xplore Centres
- Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Gaurav Govind Mandal
Designation	Assistant System Engineer-Trainee
Institute Name	Others

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

<p>Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007</p>	<p>Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka</p>
<p>BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024</p>	<p>Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119</p>
<p>DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana</p>	<p>DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP</p>
<p>Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam</p>	<p>Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad</p>
<p>INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh</p>	<p>KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords</p>
<p>KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042</p>	<p>MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606</p>
<p>NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,</p>	<p>PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra</p>
<p>Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India</p>	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Date: 20-Oct-2022

Rohan Prakash Mane
1503, Satguru Sharan 1,
Chafekar Bandhu Marg,
Mumbai - 400081

Offer Letter

Dear **Rohan**,

Congratulations!

This is with reference to your interview process; we are pleased to offer you the position of a **Associate Software Engineer** with Indus Valley Partners (India) Private Limited. Please consider this letter as a full time employment letter/appointment letter from date of joining.

You shall report for work on: **05-Jul-2023**

Your Cost to Company (CTC) would be of **INR 750000/- (Seven Lakh Fifty Thousand only)** per annum plus Deferred Cash Opportunity and Non Encashable Benefits. The salary is structured in a tax efficient basis and includes PF, HRA and other benefits as applicable. The details of compensation are given in the Annual Earning Opportunity Annexure.

During your employment with Indus Valley Partners (India) Private Limited, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Indus Valley Partners (India) Private Limited any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Indus Valley Partners (India) Private Limited or any of our existing or prospective clients. You also agree to not solicit employment with the IVP's direct clients or client's group/associate companies/firms until at least one year after leaving the firm.

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

If you have any questions about this offer letter, please contact us immediately so that we must review specific terms together.

You will be entitled to leaves as per the policy of the Company. We look forward to your joining!

You are requested to report at **12:00 PM** on the date of joining along with the following documents in original and their self-attested copies, wherever applicable:

- Updated Resume
- Certificates in support of your age, qualifications
- Last employer relieving letter and experience certificate
- IVP offer letter along with the salary break up offered
- Passport
- Permanent Account Number (PAN) Card (mandatory)
- 3 Passport size photographs
- Adhaar Card

Note: This offer of employment is subject to successful completion of the IVP background check process.

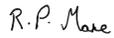
Welcome to the IVP family!

Best Regards,



MD, HR & Compliance

I accept the employment along with all the Terms and Conditions.



Electronically signed by: Rohan Prakash Mane
Reason: I have read the agreement and
approved it.
Date: Oct 25, 2022 23:11 GMT+5.5

Signature of Employee

Rohan Prakash Mane

Date of acceptance:

TERMS AND CONDITIONS OF EMPLOYMENT (ANNEXURE - A)

A) GENERAL

1. Employee confirms that all the testimonials made and information provided by Employee is correct:
2. Employee further confirms that Employee is free from any contractual restrictions preventing Employee from accepting this offer or starting work on immediately on acceptance of offer of employment and there is no impediment upon Employee from joining the Company as full time employee:
3. Employee shall disclose on Employee own behalf and, if married, on Employee spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; and involvement in other positions external to the Company and Employee employment in the Company is subject to acceptance by the Company of those external interests of Employee or Employee spouse.
4. If Employee commits any breach any of the aforesaid conditions, this offer shall be revoked automatically (whether Employee have accepted it or not) and, if Employee have already commenced employment with the company, such employment will automatically terminate without giving Employee any claim for compensation or damages, but without prejudice to the Company's rights and remedies against Employee.
5. Employee performance will be evaluated according to Employee efficiency, punctuality, conduct, maintenance of discipline and in accordance with the policy of the Company.

B) PLACE OF POSTING

6. Employee's initial place of posting shall be at **Mumbai** India. However, Employee services are transferable and Employee may be assigned transferred in India or outside India to serve the Company or any of the group companies. Employee may also be seconded, deputed or transferred to any other company associated to the Company whether in India or aboard. The transfer will not deem to constitute a change in Employee conditions of service.

C) PERFORMANCE OF DUTIES

7. Employee shall be assigned with all the duties and responsibilities of a **Associate Software Engineer** and such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
8. Employee shall, at all times, be required to carry out the duties and responsibilities assigned to Employee by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of his ability to protect and promote the interest of the Company.

9. Employee shall not, during the term of his/her employment, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests. Employee shall use the office of the Company only for rendering such services for which Employee has been appointed.

D) COMPENSATION

10. As compensation for services to be rendered by Employee to the Company,
Employee shall be paid as per Annexure B.

E) CONFIDENTIALITY

11. The employee undertakes to sign and execute separate agreement of Non-Disclosure, Non-Solicitation and Non-Compete agreement which shall form part and parcel of terms and conditions of employment.

F) TERMINATION OF EMPLOYMENT AND RESIGNATION

12. The Company may terminate Employee services by giving one months' notice during the first six months of employment, at any point of time, without assigning any reason. Instead of notice, the Company may give one month's pay in lieu thereof. Similarly, employee can also resign by giving one months' notice during the first six months. After completion of six months, the Company may terminate Employee service by giving ninety days' notice at any point of time without assigning any reason. Instead of notice, the Company may give ninety days' pay in lieu thereof. Similarly, employee can resign from the services of the Company by giving ninety days' notice after completion of six months.

13. If Employee resigns the company within two years from the date of joining then needs to pay back Rs. 1,00,000/- in lieu of initial training cost incurred by the company.

14. Upon termination/resignation of Employee from employment with the Company for any reason, Employee shall promptly return to the Company all the properties provided by the company to Employee for performance of duties which includes laptop, computer or any other device etc, keys, credit cards, passes, confidential documents or material, all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business of the company or its subsidiaries or associates or client. The company reserves the right not to relieve Employee in the event that all the Company's documents/property/Confidential Information in Employee custody have not been properly handed over by Employee to an authorized representative of the Company.

G) OTHER CONDITIONS

15. Employee will be bound by the code of conduct of the Company and all others rules, regulations, instructions policies and orders issued by the Company from time to time, in relation to Employee conduct, discipline and service conditions such as leave, medical, retirement, etc. as if these code of conduct, rules, regulations, instructions, polices etc. were part of this Agreement.

16. The company has right to send Employee to further training in India and abroad at the expense of the Company. Employee shall report back to the company at the place of posting where the company post Employee after completion of training and further undertake to serve the company for minimum period of two years after completion of the training. In case Employee is removed from job during the period of these two years or Employee leave the job on his/her own, Employee shall reimburse to the company the amount spent by company on such training. Company may call upon Employee to sign a separate agreement for indemnifying the company of the amount spent by company on such training and Employee shall also provide a surety to the satisfaction of company to ensure payment of such amount. As and when such agreement is signed by Employee, the same would become part and parcel of this employment conditions.

17. Any dispute between the parties shall be decided by arbitration which shall be held in Delhi. Employee authorizes the Company to appoint single arbitrator to decide any dispute arising out of this agreement between the parties.

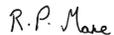
18. The court at Delhi shall have exclusive jurisdiction and the applicable law shall be Indian Law.

For and on behalf of M/S Indus Valley (India) Pvt. Ltd.

Authorized Signatory



MD, HR & Compliance



Electronically signed by: Rohan Prakash Mane
Reason: I have read the agreement and
approved it.
Date: Oct 25, 2022 23:11 GMT+5.5

Signature of Employee

Rohan Prakash Mane

Date and Place:

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

This Agreement is made on this day of **05-Jul-2023**, between **Indus Valley Partners (India) Pvt. Ltd.** (herein after referred to as “Employer which shall include its associates, subsidiary or any sister concern”) whose registered office is Unit No. 702, Skylark Building, Nehru Place, New Delhi-110019 and principal place of business is B-13, SDF Block, Noida Special Economic Zone, Noida (UP) and **Rohan Prakash Mane** currently residing at “1503, Satguru Sharan 1, Chafekar Bandhu Marg, Mumbai - 400081” (Hereinafter referred to as “Employee”).

WHEREAS, Employer is in the business of providing and selling computer software systems and performing software consulting and systems design, development and implementation services (the “Business”)

AND WHEREAS, Employer values the Employee’s services, and desires to retain the services of the Employee, and the Employee wishes to be employed by Indus Valley Partners

AND WHEREAS the Employee has access to the Employer’s business & trade secrets, confidential & proprietary information and Employer’s customer information.

AND WHEREAS the employee may/has also obtain/obtained special training through training and during course of employment which were special, unique and extra ordinary

AND WHEREAS the Employer has right to protect its business interests and it would be to the detriment of Employer’s business interest if the Employee were to become associated in any way with a competitor of Employer or to disclose confidential & proprietary information of Employer or its clients, associates etc

That it is necessary that this agreement is entered into by the Employer and the Employee to put limited restrictions on the Employee without restricting his right to earn his livelihood in any legitimate Employment so also to protect the business interests of the Employer. Therefore, the restrictions are placed for a temporary period on his right to associate in any way with competitor of Employer. **The restrictions are limited to the territory of North America, U.K and India.**

NOW, THEREFORE, in consideration of employment by Employer of the Employee, and the compensation to be paid by Employer to the Employee now and hereafter, Employer and Employee agree as follows:

1. Not an Employment Agreement

This agreement is not an Employment Agreement. This Agreement shall not create any right to continued employment of the Employee for Employer for any specific term. Employee’s employment by Employer shall be at will, and may be terminated by either party at any time in terms of letter of appointment.

2. Confidential and Proprietary Information

Employee understands that “Confidential & Proprietary Information” (hereinafter referred to a Confidential Information) means any and all Information and knowledge regarding the Business which the Employee assimilates or to which the Employee has access during his or her employment with Employer including, but not limited, to Employer proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, clients lists and clients (including, but not limited to, clients of Employer on whom Employee calls or with whom Employee becomes acquainted during the term of his or her employment), prospective clients as identified from time to time in the records of Employer, client information books and records of Employer, corporate relationships, suppliers markets, computer software computer software development, inventions,. Processes, formulas, technology, designs, drawing, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding marketing, costs, pricing, finances, financial models and projections, billings or other similar business information. Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee. Employee further agrees that all confidential information shall at all times remain the property of Employer and employee is duty bound to protect its integrity and confidentiality. The employee further undertake that he or she understand the information includes all the information stored in form of data/information in the hard disk or removable discs in any computer or in printed shape or in any other form whatsoever. The employee undertake that the employee shall not carry with it unless to be used for the business of the employer or shall communicate to himself or any other persons who so ever through email or in any other mode of communication physically or technologically.

3. Acknowledgment of Confidentiality

Employee hereby acknowledges that he has access to the confidential information during the course of his employment and has also/would acquire special skills and knowledge which is unique during the course of employment and the training during the employment of Employer.

4. Former Employer Information

Employee represents and warrants that the execution of this Agreement and performance of the Employee’s obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement with any other person or entity of which the Employee is a party or by which the Employee is bound. Furthermore, Employee agrees that he or she will not, during his or her employment with Employer, improperly use or disclose any proprietary information or trade secrets of any former Employer or other person or entity with which Employee has an agreement or duty to keep in confidence and that Employee will not bring onto the premises of Employer any

unpublished document or proprietary information belonging to any such Employer, person or entity unless consented to in writing by such Employer, person or entity.

5. Third Party Information

Employee recognizes that Employer has received and in the future will receive from third parties their confidential information subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his or her work for Employer, consistent with Employer's agreement with such third party. The Employee agrees to execute further agreement (s) in respect of the information of the third party where the employee is deputed or otherwise become associated during the course of the employment of the Employer.

6. Maintenance of Records

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with Employer. The records will be in form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and remain the sole property of Employer at all times.

7. Agreement not to Disclose

a) Employee agrees that at all times during the term of his or her employment and thereafter to hold in strict confidence, and not to use, except for the benefit of Employer, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Employer or its Chief Executive Officer, any Confidential Information of Employer.

b) Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/ she shall not use, commercialize or disclose except under terms of employment of Employer, any Confidential Information to any person or entity, or else under provision governed by this memorandum except as Employer may approve in writing.

c) Even upon assignment of the all inventions etc to Employer as stated in the agreement, employee undertakes to use at least the same degree of care in safeguarding the Confidential Information as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential information from unauthorized or inadvertent disclosure.

8. Inventions Retained and Licensed

Employee has attached hereto as **Exhibit A** is a list describing

(a) All inventions, original works of authorship, developments, improvements, and trade secrets which were made by him or her prior to his or her employment with Employer II) which belong to him or her, and

(b) Which relate to Employer's proposed business, products or services (collectively referred to as "Prior Inventions"). The Prior Inventions are not being assigned to Employer hereunder.

(c) If no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of his or her employment with Employer, Employee incorporates into a Company product, process or machine a prior Invention owned by him or her or in

(d) which Employee has an interest, Employer is hereby granted and shall have a non exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

9. Assignment of Inventions

Employee agrees to promptly make full written disclosure to Employer and will hold in trust for the sole right and benefit of Employer and Employee hereby assigns to Employer, or its designee, all Employee's right, title and interest in and to any and all inventions, original works of authorship, development, concepts, Employer improvements or trade secrets of whatever nature and whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period Employee is employed by Employer (collectively referred to as "Inventions") and Employee further agrees that Employer the foregoing shall also apply to Inventions which relate to the business of Employer or to Employer's anticipated business as of the end of Employee's employment and which were conceived or developed during Employee's employment with Employer and reduced to practice during a period of one year after the termination of Employee's employment.

10. Patent and Copyright Registrations

Employee agrees to assist Employer, or its designee, at Employer expense, in every proper way to secure Employer's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Employer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and all other instruments which Employer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Employer, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

11. Solicitation of Employees.

During the Employee's employment with Employer and for a period of three (3) years following the termination of his or her employment with Employer, for any reason, Employee agrees to refrain from and will not, directly or indirectly, as an independent contractor, employee,

consultant, agent, partner, joint venture or otherwise solicit or take away, or attempt to solicit or take away employees of Employer, either for Employee's own business or for any other person or entity.

12. Covenants Against Competition

EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION MAY AFFECT HIS OR HER RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO EMPLOYMENT WITH EMPLOYER.

(a) As a material inducement for Employer to employ Employee, and in order to protect Employer's Confidential Information and good will and business, Employee agrees that during the time the Employee is employed by Employer and for a period of twelve (12) months after termination of Employee's employment with Employer, for any reason, Employee shall not, directly or indirectly solicit or accept business from or provide services to or accept employment with or seek remuneration from any of the clients or customers of Employer or any entity under common control of any client or customer of Employer. For purposes of this Agreement, a client or customer of Employer shall be defined as any person, firm, partnership, company, corporation or other entity with or to whom Employer (i) sold goods or services (ii) had submitted a written proposal for a specific requirement, or (iii) had work in progress, as of the date of Employee's termination of employment or during the eighteen (18) months prior to the termination of employment of Employee.

(b) An employee shall not, directly or indirectly render services as an employee, consultant or otherwise, to or assist with the creation of any Competing Organization during the time the employee is employed by Employer and for a period of 3 months after termination of employment with Employer for any reason. A "Competing Organization" means any person or organization, including Employee which (i) is engaged in, or about to become engaged in, in design, development, integration, implementation, sale, marketing or distribution of software applications which are identical or substantially similar to any product provided by Employer in existence or under development during the time of Employee's employment with Employer or (ii) is engaged in, or about to

(c) Become engaged in, the provision of software consulting of design/development services which are identical to or substantially similar to the services provided by or procedures and methodologies used by or planned to be used by Employer during the Employee's employment with Employer. As of the date of this Agreement, Competing Organizations include, but are not limited to, Infosys, Wipro, HCL Technology, Sapient, Deutsche Software Ltd., Patni, Satyam, Cimpres & Accenture. Employee acknowledges and understands that the foregoing list of Competing Organizations may change from time to time and that such list is not exhaustive.

(d) Employee agrees that the restrictions at (a) and (b) above set forth in this are fair and reasonable and are reasonably required for the protection of the business interests of Employer. However, should an arbitrator or court nonetheless determine at a later date that such restrictions are unreasonable in light of the circumstances as they then exist, then Employee agrees that this (a) and (b) shall be construed in such a manner as to impose on

Employee such restrictions as may then be reasonable and sufficient to assure Employer of the intended benefits of this Section.

(e) The time period during which the Employee is prohibited from engaging in certain business practices pursuant to above Section (a) to (c) shall be extended by any length of time during which the Employee is in breach of such covenants.

(f) That the employee understand that he is full time employee of the employer. In view of the same during the term of employee's employment with Employer, Employee will not engage in any other employment, occupation, consulting or any other business activity whether related to the business in which Employer is now involved or becomes involved during the term of his or her employment, nor will Employee engage in any other activity whether it conflict with Employee's obligation to Employer or not.

ARBITRATION AND EQUITABLE RELIEF

13. Arbitration

Employee agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Delhi, in accordance with Indian Arbitration & conciliation Act 1996 or any modification or re-enactment thereof before a single arbitrator who shall have experience in the area of the mater in dispute. The arbitrator may grant relief in the nature of injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Employer and Employee shall each pay one half of the costs and expenses of such arbitration, and each of them shall separately pay their own counsel fees and expenses and other cost of the arbitration.

14. Equitable Remedies

Employee agrees that it would be impossible or inadequate to measure and calculate Employer's damages from any breach of the covenants set forth in herein above. Accordingly, at the sole discretion of Employer, Employee agrees that if Employee breaches any of such Sections, Employer will have, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement and, if it prevails in such a proceeding, the right to recover from Employee the costs and expenses thereof, including reasonable attorneys' fees.

15. Miscellaneous Provisions

Employee Agrees that

- a. That he/she will not indulge in Insider trading and will not deal/trade in the securities of the Client. Employee will not exploit his/her position for personal gain and will comply with all applicable securities laws
- b. That he/she will not misappropriate information of the client.
- c. That he/she will not steal information/knowledge that is received as part of the services provided to client or utilize the client information for personal purposes)
- d. Confidentiality of Client information: Employee will not discuss confidential information of client in public places or with any other employee of the Company and will share client information only with other employees who need to know and who are required to have the information to perform their duties.
- e. Employee will not leave information of/related to the client unattended.
- f. Employee will always work with utmost faith and act with integrity while doing his/her duties.
- g. If the employee comes to know that any activity of a colleague is in contravention of these employee obligations, he/she will report the matter to higher authority.

GENERAL PROVISIONS.

16. Governing Law and Jurisdiction

Any dispute arising out of this agreement shall be tried in jurisdiction of competent court and the law of the competent court where action is brought shall be the governing law of this Agreement.

Entire Agreement

The Agreement sets forth the entire agreement and understanding between Employer and Employee relating to the subject herein and merges all prior discussions with respect hereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the parties to this agreement. Any subsequent change or changes in Employee's duties, salary, compensation or status due to promotion or restructuring or reallocation's to an associate, subsidiary or parent company in India or abroad will not affect the validity or scope of this Agreement.

17. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves

the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect Employer's interests and rights.

18. Competent Authority

The competent authority to sign any waiver, permission or change in the terms of the agreement shall be Chief Executive Officer or Board of Directors of the Employer or any other person duly authorized by such Chief Executive Officer or Board of Directors.

19. Successors and Assigns

This agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of EMPLOYER, its successors and assigns.

20. Waiver of Breach

The waiver by Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver by Employer of any subsequent breach of the Employee.

21. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually sent by Register post.

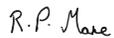
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For and on behalf of INDUS VALLEY PARTNERS (INDIA) PVT. LTD.

Authorized Signatory



MD, HR & Compliance



Electronically signed by: Rohan Prakash Mane
Reason: I have read the agreement and approved it.
Date: Oct 25, 2022 23:11 GMT+5.5

Signature of Employee

Rohan Prakash Mane

Witnesses :

- 1.
- 2.

Annual Earning Opportunity		7,78,722
Basic	1,80,000	
HRA	1,99,295	
Mediclaime	5,964	
Miscellaneous Allowance*	3,29,341	
Employer's Contribution to PF	21,600	
Statutory Bonus	13,800	
Cost to Company	750000	
Deferred Cash Opportunity	28,722	
Retention Bonus	20,068	
Gratuity	8,654	
Non Encashable benefits	78,579	
Transport & Meals	73,800	
Term Insurance	4,779	
*Miscellaneous Allowance consists of following components.		
Component		Max Limit
Telephone Allowance & Internet Re-imburements		24,000
Book & Periodicals Re-imburements		24,000
Car Fuel Allowance		28,800
Meal Coupons		26,400
Hostel Allowance		7,200
Children Education Allowance		2,400
Gadget Allowance		1,00,000
Leave Travel Allowance		48,000
National Pension Scheme		10% of basic
Hostel Allowance: This allowance is permissible for hostel expenditure of maximum of two children of Rs. 3,600 each per annum		
Gadget Allowance: Can be claimed by the employees for purchase of any gadget for e.g.- Laptop, Mobile phone, ipad etc used for official purpose and only 10% of gadget value would be taxable as perks in their salary.		
Car Fuel Allowance: Can be claimed by an employee for expenditure on fuel for travelling to office for car owned by him. Applicable only to those employees who are not availing cab facility.		
Retention Bonus: is payable on completion of 3 years, 5 years & every consecutive 3 years with the organization. This is paid as per company policy. Approximate / indicative figures and actuals may vary from individual to individual.		
Non Encashable Benefits: Includes valuation arrived at for benefits like free meals and subsidised transport & premium paid for term insurance. These are approximate projected values and are not included in the Cost to Company(CTC)amount. Transport is provided only within the range of 50kms from IVP office.		
Gratuity: is payable only on completion of at least 5 years with the organization. Approximate / indicative figures and actuals may vary from individual to individual.		
Term Insurance: Every full time employee with IVP is now insured for 10 times their CTC with a maximum limit of 2 crore.		
NPS: is a benefit provided wherein you can save tax 10% of the basic salary. You can choose to contribute 10% of your basic salary towards NPS.		
Terms and conditions are subject to change at the discretion of the management		



Private and Confidential

July 28, 2022

Pushkar Mavale
By Mail

Dear Pushkar :

Confirming our discussions, we are pleased to extend to you a formal offer of employment at Institutional Shareholder Services India Private Limited (the "Firm"). Those who have had the opportunity to meet with you look forward to your joining the Firm. Your position will be that of **JUNIOR ANALYST** for **DEVELOPMENT**.

For fiscal year 2023, your annual base salary will be **INR 1,199,219** paid in monthly installments, pro-rated from your date of hire through the end of the fiscal year. Your monthly base salary will be one-twelfth of your annualized amount and will be paid in INR.

You may be eligible to receive an annual discretionary bonus. Any bonus would be at ISS' sole discretion, would generally be contingent on both individual and Company performance and would also be pro-rated from the date you commence employment. Any bonus would only be earned if you remain employed through, and do not give notice of termination of your employment prior to, the date of payment of the bonus. All payments are subject to applicable withholdings and deductions.

For the fiscal year 2023, your CTC (cost to company) consists of your base salary (in the components shown below) plus employer's contribution to Provident Fund and Gratuity accrual (Defined Benefit):

Components	Amount	
A. Basic Salary	599,610	INR p.a.
B. Housing Allowance (includes optional Leave Travel Allowance)	539,010	INR p.a.
C. Other Allowance	34,200	INR p.a.
D. Meal Allowance	26,400	INR p.a.
<u>E. Base Salary</u>	1,199,219	INR p.a.
F. Firm's contribution to Provident Fund	71,953	INR p.a.
G. Gratuity accrual (Defined Benefit)	28,827	INR p.a.
<u>Cost to Company</u>	1,300,000	INR p.a.

28-07-22

Pushkar Shankar Mavale

INSTITUTIONAL SHAREHOLDER SERVICES INC.

7th & 8th Floor, Central B wing, Nesco IT Park - Tower 04,
Western Express Highway, Goregaon East, Mumbai – 400063

ISSGOVERNANCE.COM

Your Basic salary is calculated as 1/2 of your Base salary. Housing Allowance is calculated as Base salary minus the sum of Basic salary, Meal allowance and Other Allowance. All components of base salary will be paid in monthly installments. Your annual base salary and your discretionary year-end bonus, if any, will be prorated from your date of hire through the end of ISS's 2023 fiscal year.

As mentioned above, consistent with the Firm's philosophy regarding employee equity ownership, under certain circumstances in the sole discretion of a committee of the Board of Directors (the "Committee"), you may receive part of any year-end bonus in the form of a long-term incentive award (such as ISS restricted stock units and/or stock options or other incentive or equity-based awards in effect at the time) under one of the Firm's compensation plans. From time to time, we review the form and terms of the long-term incentive compensation and the percentage component that it constitutes of Total Reward with the Committee. Your actual award in any year, if any, will be consistent with the terms and conditions of the relevant long-term incentive compensation program at the time of the award and will be subject to certain restrictions and cancellation provisions (for example, your long-term incentive award, even if vested, is subject to cancellation under specified circumstances). All long-term incentive awards assume satisfactory performance and conduct and that you remained employed through the vesting dates of the award.

Benefits

You will be entitled to the following benefits:

- Provident Fund contributions of 12% of your basic salary, as shown in the CTC chart above.
- Gratuity and other benefits in accordance with legal requirements and the Firm's policies in effect, and as may be amended from time to time.
- Expenses incurred by you, your spouse and children (up to 21 years) for treatment of an illness, disease or injury while confined to a hospital or nursing home, for any illness, disease or injury which in the normal course would require care and treatment at a hospital or nursing home for a minimum of 24 hours, will be paid for in accordance with the Firm's Group Medical claim program, subject to a total annual limit of Rs.600,000 per family under family floater scheme or such other limit established from time to time.
- Personal Accident Insurance for a sum which equals three times (or such multiple determined by the Firm from time to time) your annual base salary.
- Life insurance which, in the event of your death due to any cause whilst an employee of ISS, pays to your dependents a lump sum benefit amount of three times your annual base salary (subject to successful clearance of medical underwriting if applicable as per the insurance company's guidelines) .

Other benefits include annual leave of 23 working days in any calendar year (January 1 to December 31). Please refer to [Annexure I](#) for details on other benefits.

Nothing in this letter should be construed as a guarantee of any particular level of benefits or of your participation in any benefit plan. The Firm and its affiliates reserve the right to amend, modify or terminate, in its sole discretion, all benefit and compensation plans in effect from time to time.

Obligation to Observe Rules and Policies

Regular office hours at the Firm are 9:00 am to 6:00 pm. However, the Firm reserves its right from time to time to assign you to work in such shifts as required for business reasons. Additionally, your services are subject to transfer from one establishment to another, from one department to another, from one section to another, in existence as of today and that may come into existence any time in future anywhere in India or abroad.

Please note that as a condition of your employment with the Firm you will be bound by the India Employee Handbook, the ISS Code of Conduct, and such other policies relating to your employment as may exist, be issued, updated, varied and supplemented by the Firm. In the event of any conflict between those policies and this letter, this letter shall take precedence, unless the policy has been introduced or modified after this letter was issued. Any violation of the rules contained in the India Employee Handbook, the Code of Conduct or related policies and procedures may subject you to disciplinary action, up to and including dismissal. A copy of Code of Conduct is enclosed herewith. In addition you will

28-07-22



Pushkar Shankar Mavale

be required to read the Employee Handbook electronically after you commence your employment and will be expected to return an acknowledgement form to Human Resources that you will find on the final page.

In accordance with the Firm's Code of Conduct, you acknowledge that in the course of your employment with the Firm or after termination of your employment, you are not permitted to make any unauthorized use of documents or other information, which are confidential or proprietary information of Firm or its clients or employees. Likewise, you may not bring onto Firm premises any confidential documents/information relating to your prior employers' business. You understand and agree that as a condition of employment, unless you are granted a waiver in writing by the Legal and Compliance Department you may be required, upon the commencement of employment, to transfer any brokerage/securities accounts that you may influence or control to a designated institution for surveillance and review by the ISS Legal and Compliance Department.

Data privacy

The Firm may disclose personal data relating to you to (i) any of its affiliates, subsidiaries and to its parent company; or (ii) any potential purchasers of any of the Firm's business; or (iii) any party to whom the Firm proposes to transfer any of its rights and/or responsibilities under any agreement it may have with you; or (iv) to any other third party, for any of the purposes set out below.

Such personal data may be collected and processed by the Firm and the abovementioned third parties for several purposes as may be determined by the Firm, including but not limited to, administration of employment, wages and benefits, performance assessment, reference to third parties, general administration, any other purposes as may be required by applicable law or for any other legitimate business purpose. The particulars of the same will be communicated to you from time to time.

Probation and other Contingencies

Your employment will be probationary for the first 3 months. Either the Firm or you may at any time during the period of probation or at its conclusion terminate your employment, upon fourteen days written notice. The Company shall have the option to terminate your services by paying you fourteen days of base salary in lieu of notice. In the event that you do not serve the required notice period of fourteen days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. This probation may be extended for an additional 3 months at the discretion of the management. The relevant notice period in the event of any extension shall be 30 days. Your continued service with the Firm will be confirmed in writing on the successful completion of the probation period.

After the probationary period, either you or the Firm may terminate your employment for any reason with 60 days' written notice. The Firm shall have the option to terminate your services by paying you 60 days base salary in lieu of notice. In the event that you do not serve the required notice period of 60 days without prior written approval / consent of the Firm, you shall be in breach of this Agreement and the Firm shall be entitled (in addition to a claim for damages and without prejudice to all other remedies in law or equity available to it) to equitable relief by way of an order of specific performance, injunction or other order to enforce this clause. The Firm reserves the right to change the abovementioned notice period at any time during your employment and upon its communication you will be required to serve such notice period. The Firm reserves the right to require you, for part or all of the notice of termination period, not to perform any duties and remain away from the Firm's premises, although the Firm will continue to maintain your salary and other contractual benefits for this period. You may not commence or prepare to commence employment with or provide services to any company or other business during this period.

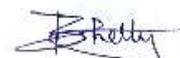
Additional steps

This offer is contingent upon a number of additional steps in the employment process including, but not limited to:

- Any registration or licensing required by the relevant regulatory authority.

28-07-22

Pushkar Shankar Mavale



- Appropriate proof of successful completion of your present level of education.
- Successful completion of a background check of your employment history and references.
- Credit and criminal check
- Appropriate proof of citizenship and/or the appropriate right-to-work documentation. If you require a visa/work permit and do not currently have one, you are responsible to obtain one before you will be permitted to commence work. Please contact local Human Resources in case you require a visa/work permit.

Execution and Contract Formation

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Firm, constitutes the entire understanding between you and the Firm, and supersedes all prior or contemporaneous verbal or written agreements, understandings or communications (including, without limitation, any term sheet or other summary writing relating to your employment). You acknowledge that you have not relied on any assurance or representation not expressly stated in this offer letter. If there is any conflict with the benefit information included in this letter or any verbal representation and the Plan documents or insurance contracts, the Plan documents or insurance documents control.

Your employment is governed by the laws of India.

We are looking forward to your joining the Firm. We ask that you confirm your acceptance by signing and dating this offer letter in the places designated below and returning this letter to the HR Department, retaining the additional copy for your reference. In the event that we do not receive your acceptance within 5 business days of the date of this letter we will assume that you have declined the position. Accordingly, on that date this offer will lapse and will no longer be capable of acceptance by you. Your signature below confirms that you are not subject to any contractual or other restriction or obligation (including a non-competition agreement) that is inconsistent with you accepting this offer of employment and performing your duties other than what you have already disclosed.

Sincerely,
For and behalf of Institutional Shareholder Services India Private Limited



BhagyaJyoti Shetty
Associate Vice President
Recruitment, Human Resources - Asia Pacific

28-07-22

Pushkar Shankar Mavale

I hereby accept employment on the terms and conditions stated above.

Pushkar Shankar Mavale

Date: 28-07-22

Subject to the agreement of the Firm, my proposed start date is: **5th July 2023**

OFFER LETTER

To,
Janhavi Kiran Mhatre
E-103, Baba Vihar, Opp Dairy Road,
Nehru Nagar, Kurla East,
Mumbai, Maharashtra, 400024

April 24, 2023

Sub: Offer letter for the position of Associate Software Development Engineer.

Dear Janhavi,

We are pleased to offer you the position of **Associate Software Development Engineer** at CarTrade Tech Limited.

About CarTrade Tech Limited

Part of [CarTrade Tech](#) Ltd., CarWale's mission is to simplify car buying in India. We strive to be our customer's one stop source of unbiased information on cars through our expert reviews, owner reviews, detailed specifications and comparisons. Whether you are looking for a New or Pre-Owned car, CarWale offers accurate On-Road Prices, comprehensive research and comparison tools including reviews, photos, videos and more. Today we serve over 20 million unique visitors every month, and at least one third of the country's car buyers go through [www.carwale.com](#) at some point during their pre-purchase research. Today we are able to provide a variety of choices in vehicles and attract more than 25 million genuine users each month.

Before you sign up with us, we would love to tell you more about the team you are going to be part of and believe, it will help you take the right decision.

Our Culture

Culture and the values that brought us together is core to us and are the fundamental reasons why we have started on this journey. It's our constant effort to work with very talented individuals who live according to the same values as we have and here they are:

1. **Be Respectful:** We have had a very humble start and it is the value of respect and kindness towards each other that matters to us. We don't just show respect, concern and care in our behavior but strive to be more kind in making decisions that affect our lives. There are times when we are right and it's easy to defend a decision, but it's more important to see if we are kind as well, to our organization, to our team and to the individual.

CarTrade Tech Limited (formerly known as MXC Solutions India Private Limited)

Reg. Off. & Corp. Off.: 12th Floor, Vishwaroop IT Park, Sector 30A, Vashi, Navi Mumbai 400705.

W: [cartradetech.com](#) | T: +91 22 6739 8888 | CIN: L74900MH2000PLC126237

2. Stay Agile: We reached where we are through a lot of experimentation and still anticipate an on-going adaption of the business model. We go with the flow, with the growing needs of the company. Only people who are agile and flexible thrive with us and those who aren't find it difficult to grow here.

3. Results Matter: We and only we are accountable for the commitments we make and the goals we write against our name. We believe in working with talented people who are self-responsible and self-motivated. In our experience such colleagues are worthy of freedom and give their best with minimum monitoring or instructions. While we all make efforts, we know what matters is the result. So, we behave responsibly and take full responsibility of the results that we produce. When something goes wrong, we look within and see what we need to change in ourselves and not find reasons outside of ourselves. We judge ourselves and others by the outcome they produce.

4. We before I: In our day to day decisions and on matters that are important and impact our customers, shareholders and colleagues, we look at the larger interest before taking care of our own interests. So the Team comes before the Individual; Division comes before Team and Company comes before Division.

Offer herein is indicative of the company's intent and is subject to your confirmation in agreement.

Compensation Structure:

Particulars	Description	Monthly (Rs.)	Annually (Rs.)
Basic Salary	40% of Fixed Salary	23,351	280,216
HRA	50% of Base Pay	11,676	140,108
Supplementary Allowances	Balancing Figure	23,351	280,215
Gross Salary		58,378	700,539
Provident Fund	Employers contribution	1,800	21,600
Gratuity (Accrual Only)	4.81% of Base Pay	1,123	13,478
Accident Insurance		25	300
Mediclaim Premium		1,174	14,083
Cost to Company		62,500	750,000
Retention Bonus			150,000
Total Cost to Company			900,000

*Premium amounts are subject to exact age of dependents

**Retention Bonus offered: 1.50 Lac payable:-

- 1.50 lac : Payable after completion of 1 year

Your appointment is subject to a probation period of 6 months, subject to your performance and conduct being satisfactory.

You may resign from your job only after giving notice in writing for 30 days (during probation period) & 90 days (post probation) or payment of salary in lieu thereof.

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Taxes:

Please note that all amounts payable to you as compensation shall be subject to deduction of tax & or other deductions as are required by laws for the time being in force.

Leave Guidelines:

We have leave guidelines that encourage associates to avail 25 leaves under various categories other than 10 public holidays. However, employees are free to avail more leaves if they need to in consent with their manager. No salaries are deducted for any amount of leaves unless Manager believes that performance has been adversely affected. To summarize, we have only guidelines for leaves and all that matters is your performance and not how many days you turn up at work.

Others:

At the time of your joining you are requested to submit the following documents to complete formalities:

1. Proof of Age
2. Certified true copies of your Educational / Professional Qualifications/Certificates
3. Experience Certificate(s).
4. Copy of relieving letter or acknowledgement of resignation letter from your last employer.
5. Last Salary Slip / Certificate / Contract.
6. Residence Proof.
7. Latest 3 Photograph (Passport Size)

HR Team will coordinate to complete various formalities on your joining. Upon submission of your Joining Report and Documents mentioned above, you will be issued a formal letter of Appointment explaining the terms & conditions which will be binding on both sides.

We look forward to getting your consent on this offer and invite you for a rewarding career!

Warm regards,

Human Resources
CarTrade Tech Limited
www.carwale.com

"This is an electronically generated document. No signature is required."

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Received & Accepted Offer



Worley India Private Limited
New Energy House, Ramkrishna Mandir Road,
Kondivita, Andheri (East)
Mumbai – 400059

Telephone: +91.22.26812000
Fax: +91.22.28208295

worley.com
Ref No: WIPL/GET/2023/13

23 October 2022

Mr. Aaditya Dipak Gurav
Vivekanand Education Society's Institute Of Technology

Dear Aaditya,

Further to your participation in our campus engagement process and the subsequent discussion you had with us, we are pleased to offer you an opportunity to undergo training, as a **Graduate Engineer Trainee**, in our organization, with a stipend of **INR 35,000** per month (Rupees Thirty-Five Thousand only). You are assigned to **Instrumentation** department at our **Gigaplex - Navi Mumbai** office. This 12-month program would start in July/August 2023. We will confirm the same closer to the date.

On the day of onboarding, kindly bring along with you necessary certificates in original to enable us to check your date of birth and qualifications for verification. Please also bring 1 stamp size and 2 passport size photographs.

This offer is valid subject to medical fitness and background verification clearance. Your formal letter will be issued to you within a week of your joining.

The Company fully reserves the right to terminate your participation in the program in future if the information/ documents provided by you are found to be discrepant.

Please return the duplicate copy of this letter, duly signed, in token of your acceptance.

Yours faithfully,

Laxmikant Prabhu
Director – Talent Acquisition

I hereby accept this offer on the terms and conditions set out in this letter.

Aaditya D. Gurav
NAME

SIGNATURE

DATE

Received & Accepted Offer



Worley India Private Limited
New Energy House, Ramkrishna Mandir Road,
Kondivita, Andheri (East)
Mumbai – 400059

Telephone: +91.22.26812000
Fax: +91.22.28208295

worley.com
Ref No: WIPL/GET/2023/13

23 October 2022

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Vivekanand Education Society's Institute Of Technology

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Please return the duplicate copy of this letter, duly signed, in token of your acceptance.

Yours faithfully,

Laxmikant Prabhu
Director – Talent Acquisition

I hereby accept this offer on the terms and conditions set out in this letter.

Aaditya D. Gurav
NAME

SIGNATURE

DATE

Johnson Controls (India) Private Limited
Registered Office Address: 3rd Floor, B2 Tower,
Cerebrum IT Park, Kalyani Nagar,
Pune-411014, Maharashtra, India
Tel.: +91 (20) 66067100 Fax: +91 (20) 6606 7102
Website: www.johnsoncontrols.com
CIN: U33130PN1995PTC188911



3rd February, 2023

Mr. Vikas Pandey
Near Shivsena Office, New Ashok Nagar
Vashinaka, R C Marg, Chembur, Mumbai – 400074

Dear Vikas,

OFFER OF EMPLOYMENT

With reference to your application and subsequent interviews you had with us, we are pleased to offer you an appointment as **Graduate Engineer Trainee - Global Sales Support COE** at Mumbai for this position you will report to Shruti Dixit – Lead. Application Engineer I

You are advised to join us on or before **1st August, 2023**. Your detailed appointment letter will be issued to you on your accepting this offer and completing the pre joining formalities. This offer is valid for acceptance for a period of 3 working days from the date of issue.

While joining you are requested to produce following documents in original along with Xerox copy of each.

1. Educational Certificates
2. Relieving letter from previous 3 employers, if applicable
3. Previous employment experience certificates, if any.
4. Last Pay certificate/ slip, if any.
5. Last appraisal letter
6. Latest passport size color photograph- 08 nos
7. School leaving certificate
8. Pancard Copy, Mandatory
9. Aadhar Card, Mandatory
10. Passport Photocopy, if available
11. Cancelled Cheque of existing valid Savings Bank A/C
12. Provident Fund – UAN No. (Universal Account Number)

Please note that as a part of the hiring process, we would also be undertaking your Background Verification Check. We will share an application form as consent for conducting the said check and request you to return the completed form.

As a confirmation of your acceptance, please sign one copy of this offer and return it to us.
We look forward to having you on board soon.

Yours sincerely,
For Johnson Controls (India) Private Limited

Divya Jha
Director – Human Resources

Vikas Pandey

Johnson Controls (India) Private Limited
Registered Office Address: 3rd Floor, B2 Tower,
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Salary Annexure

Name of the Employee : Vikas Pandey
Designation : Graduate Engineer Trainee
Location : Mumbai

Proposed Salary Component	Amount (INR)	
	Per Month	Per Annum
Basic Salary	15008	180100
House Rent Allowance	7504	90050
Conveyance Allowance	1600	19200
Food Allowance	2200	26400
Leave Travel Allowance	700	8400
Statutory Bonus	1400	16800
Balancing Allowance	10731	128775
Gross Salary	39144	469725
Provident Fund	1801	21612
Gratuity	722	8663
Cost To Company (CTC)	41667	500000
Confirmation Bonus* (paid after completion of 12 months from date of joining)		60000

- *Confirmation Bonus*: This confirmation bonus shall be paid after the completion of 12 months of training period from the date of joining. This amount will be recovered in full, incase employee exits within 12 months from date of payout.*
- *Note: By signing off this offer letter, I hereby acknowledge that my performance will be evaluated during probation period and my completion of mandatory compliance trainings is also a condition for completion of probation.*

Yours sincerely,
For Johnson Controls (India) Private Limited

Divya Jha
Director – Human Resources



**Emerson Automation Solutions
Emerson Process Management
(India) Private Limited**
Delphi B Wing, 601 – 603
Central Avenue
Hiranandani Business Park
Powai, Mumbai - 400 076. India
Corporate Identity No :
U29196MH1981PTC024115
Process.India@Emerson.com
www.emersonprocess.co.in
Tel.: +91 22 66620 566
Fax : +91 22 66620 500

**Madhura Padge
Mumbai**

12 June 2023

Dear Madhura,

We look forward to welcoming you to Emerson. A career at Emerson is synonymous with growth. Our people can expect that they will sharpen their talents, embrace new capabilities, and embark upon transforming leadership challenges. We give you the ability to manage your own development.

Because we attract the very best people, we believe they deserve the very best support. We are committed to be a global employer of choice, and we offer competitive compensation, rewards and benefits.

We are pleased to offer you the position of **Graduate Engineer Trainee - Proposals** in the **MSOL Measurement Business Unit**, reporting to **Sameer Kachroo** on the following terms and conditions:

1. Your employment will commence upon satisfaction of the following condition:
 - 1.1 You have provided a declaration and undertaking (in the form provided by our Company) that you are free to commence employment with our Company, or a document from your most recent employer evidencing your release from or termination of employment with such company;
 - 1.2 The above condition is fulfilled no later than **19th June 2023**, unless another date is agreed subsequently by our Company in writing.
 - 1.3 You will be on training period of 12 months.
2. Your annual cost-to-company will be as per the attached Exhibit.

Please note that we have a flexi approach to compensation and benefits. The breakup attached has a default structure. You have the option to pick the preferred structure. Human Resources will assist you in determining your options. The above cost-to-company has been calculated based on currently valid rules of the Company. Whenever these rules are amended, you shall be officially advised about the revised compensation and benefits applicable in your case.

Apart from the above, you and your immediate family (i.e. spouse + 3 Dependent children up to the age of 25 years) will be covered under our Hospitalization Medical Scheme. You will also be covered under Group Term Life Insurance Policy (includes cover for accidents and disablement), as per currently valid guidelines, for which the Company shall pay the premium.

3. You will operate from **Powai**. This is a transferable job and you may be required to move to any place in India or outside India, or your services may be transferred to any affiliate or associate of the Emerson group of companies, depending on the needs of the Company, appropriate cost of living adjustment would be made, if necessary.
4. You will observe such working hours as will be advised to you by the establishment where you are posted.
5. You will be entitled to annual leave of 21 working days in addition to casual and sick leave of 7 days (combined).

You will be entitled to accumulate only your annual leave up to a maximum of 45 calendar days, beyond which the accumulated leave, if not used, shall automatically lapse by December 31 of the running year.



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6. You shall, while in our services, be required to:
 - 6.1 Work diligently, faithfully and to the best of your skills and ability to serve the Company and perform all duties entrusted to you from time to time.
 - 6.2 Comply with instructions given to you by the Management or your senior colleague, to whom you would report and faithfully observe all the rules and regulations and arrangements of the Company.
 - 6.3 Give and devote the whole of your time exclusively to your duties with the Company and while serving us, not to engage, without the prior consent in writing from the Management, directly or indirectly with or without remuneration in any trade, business occupation or employment.
 - 6.4 Further, you will not undertake any activity which is contrary to or inconsistent with your obligations under this employment letter and the Company's interest.
7. You will not, during the term of your employment with us, join or be employed by a competitor or engage or be interested financially or otherwise directly or indirectly in any business that competes with the business of the Company, without our express consent in writing.
8. Any information related to the business and operations of the Company and/or its affiliates received by you during the course of your employment with us which is not in the public domain shall be confidential information of the Company. You shall not disclose or divulge such confidential information to any third party whatsoever. On your leaving the employment of the Company or termination of your employment, all information, documents, records and materials whether in hard copy, photocopies or electronic media should be returned to the Company and you will not retain any copies thereof.
9. Apart from the above, for your day-to-day functions, you shall be governed by the rules and regulations of the Company in force from time to time.

As a condition to the commencement of your employment, you will be required to complete and sign the following: (i) a Conflict of Interest declaration, (ii) an Ethics declaration, (iii) an Employee Intellectual Property and Confidential Information Agreement, and (iv) Letter of Indemnity.
10. Recovery of any expense during the course of the employment including expenses on account of Meal Service, Cab Service, Mobile Connection Charges and such others, are within the purview of the employment contract for the employees to provide effective Services during the Employment Contract. The Recoveries will be deducted from the Salary of the Employee at such manner that may be prescribed.
11. Your employment may be terminated by the Company for any reason upon 90 days prior written notice to you, and in case you desire to leave the Company at any time, you likewise will have to give 90 days prior written notice to the Company. It will be at the Company's discretion to release an employee prior to completion of the 90 days' notice period. In the event the employee is released prior to the 90 days' notice, the Company may deduct salary for the period not served from the final settlement.

Notwithstanding the above, if you fail to comply with clauses 6-8 of this Letter, the Company will be entitled to terminate your employment forthwith without any advance notice or compensation whatsoever.
12. You acknowledge that the Company will suffer serious and irreparable injury and cost if you disclose the Company's confidential information without the Company's authorization at any time (including the termination of your employment). In order to effectively protect the confidential information of the Company, you agree that, without the prior written consent of the Company:



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- 12.1 You will not disclose the confidential information of the Company to others during or after the termination of your employment with the Company.
- 12.2 You will not use such confidential information for the benefit of anyone other than the Company.
- 12.3 (i) You will not engage or be interested financially or otherwise directly or indirectly in any business in India that unlawfully competes with the Company for a period of six (6) months from the date of termination of your employment from the Company. Competition with the Company refers to (i) research into, development, manufacture, supply or marketing of any product which is of the same or similar type to any product researched, or developed, or manufactured, or supplied, or marketed by the Company;

(ii) Development or provision of any services (including but not limited to technical and product support, or consultancy or customer services) which are of the same or similar type to any services provided by the Company; or (iii) utilization, research or development of any process or equipment which is substantially the same as any process or equipment which was the subject of work done by you in the Company. (Ownership of securities not exceeding 5 per cent of any class of securities of a public company listed on a stock exchange shall not be considered to be competition with the Company.)
- 12.4 You will not for 12 months immediately following the termination of your employment directly or indirectly solicit or endeavour to entice away from or discourage from being employed by the Company any person who during such period is one of the Company's employees with whom you have had direct or indirect contact or dealings in performing your duties of employment with the Company.
13. You shall retire on the attainment of the age of 58 years unless specially required by the Company in writing to continue in employment beyond this age.
14. You will communicate to us any change in your mailing address specified in your application. Any communication sent to you at the address last communicated to us shall be deemed to be duly served on you.
15. If any provision of the terms and conditions of your employment with the Company is deemed in valid or unenforceable under any applicable statute or rule of law, such part, to that extent only, will be deemed to be omitted without affecting the validity of the other terms and conditions of employment.
16. You will be going through a pre-employment medical checkup as well as background verification per company policy within 15 days after accepting this offer letter. Your offer of employment is valid subject to you being found medically fit and green background verification report.
17. "By signing a copy of this letter, you agree that the information provided to the Company in the employment application form is accurate and subject to verification by the Company directly or through an authorized vendor. Any untrue statement or misrepresentation of fact in the application materials will be justification for instant dismissal without any notice and/or compensation. You also agree that this offer of employment by the Company is conditional upon the satisfactory completion of all may include information relating to your work history, character and general reputation. In consideration of this employment, you agree to conform to the Company's rules and policies and that Company is entitled, at its option and without prior notice, to change or terminate your employment or terms and conditions thereof."



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Tel.: +91 22 66620 566
Fax : +91 22 66620 500

This Letter is being issued to you in duplicate and is valid till **19th June 2023**; please indicate your acceptance of the terms and conditions mentioned herein by signing and returning the second copy of this Letter to us at your earliest convenience.

We look forward to welcoming you to our organization.

Sincerely,

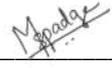
For Emerson Process Management (India) Private Limited

Chitra Chhabra
Director – Human Resources

ACCEPTANCE

I have read the terms and conditions of my employment with the Company and I hereby agree and accept them.
I anticipate that I will join Emerson on 19/06/2023.

Dated: 13/06/2023

Signature: 



Emerson Automation Solutions
 Emerson Process Management
 (India) Private Limited
 Delphi B Wing, 601 – 603
 Central Avenue
 Hiranandani Business Park
 Powai, Mumbai - 400 076. India
 Corporate Identity No :
 U29196MH1981PTC024115
Process.India@Emerson.com
www.emersonprocess.co.in
 Tel.: +91 22 66620 566
 Fax : +91 22 66620 500

EMERSON OFFER		
Name	Madhura Padge	
Designation	Graduate Engineer Trainee	
Business Unit \ Location	MSOL Measurement BU \ Powai	
	Salary Structure	
	Per Month	Per Annum
Basic	14,583	1,75,000
HRA	7,292	87,500
Flexi Component		
Supplementary Allowance	14,415	1,72,983
Base/Gross Pay	36,290	4,35,483
Performance Bonus @ 6.9% of CTC (Minimum Payout)	2,875	34,500
Total Bonus	2,875	34,500
Employer's cont. to PF @12%	1,800	21,600
Gratuity@4.81%	701	8,418
ESI @ 3.25%	-	-
Total Retirals	2,501	30,018
TOTAL Cost To Company	41,667	5,00,000
<i>Employees are eligible for following flexible benefits for better tax planning. The amounts will be taken out from your Supplementary allowance upon declaration.</i>		
Leave Travel Allowance	One Month's Basic	
Superannuation	13% of Basic	
Fuel, Insurance & Maintenance	As per Eligibility	
Additional Employee Contribution to PF	Self Contribution	
In addition to the above you shall be provided with:		
1. Mediclaim for self, spouse & up to 3 dependent children (premium paid by Company) – as per prevailing company policy.		
2. Group term life cover (premium paid by Company) for an amount of twice your annual CTC.		
3. Group Personal Accident cover (premium paid by Company) for an amount of twice your annual CTC.		
Performance Bonus		
Performance Bonus Entitlement at Target		69,000
*You will be eligible for performance bonus pay as per company policy which may change from time to time. The same is dependent on performance. It also includes statutory bonus as per the Payment of Bonus Act 1965 (if applicable). To be eligible to receive performance bonus you must be an active employee of the company as on December 1, of that year. Employees serving notice period will not be entitled to receive the bonus.		

For Emerson Process Management (India) Private Limited

Chitra Chhabra
 Director – Human Resources

ACCEPTANCE



**Emerson Automation Solutions
Emerson Process Management
(India) Private Limited**
Delphi B Wing, 601 – 603
Central Avenue
Hiranandani Business Park
Powai, Mumbai - 400 076. India
Corporate Identity No :
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Tel.: +91 22 66620 566
Fax : +91 22 66620 500

I have read the terms and conditions of my employment with the Company and I hereby agree and accept them.
I anticipate that I will join Emerson on 19/06/2023.

Dated: 13/06/2023

Signature: 

Endress+Hauser (India) Pvt. Ltd.
7B, 7th Floor, Godrej One, Pirojshanagar,
Vikhroli (East), Mumbai - 400 079
Board : 022 6850 3100 Fax : 022 6850 3219
E-mail : info.in@endress.com • url : www.in.endress.com
CIN - U24110MH1999PTC121643

CONFIDENTIAL: OFFER LETTER

Reference No: EH/HR/2023/OL/137

19/05/2023

Kamlesh Patil
Flat No. 12, Vishwamurti Apartment,
Shanti Nagar, Vawal Road,
Bhuswal
Mobile no: +91 8830581987
Email Id: kamleshpatil183@gmail.com

Dear **Kamlesh,**

Further to your interview and discussions with us we are pleased to issue this Offer letter.

The details are as follows:

- (1) Designation: Graduate Engineer Trainee
- (2) Location: Endress+Hauser (I) Pvt. Ltd., Head Office, Mumbai
- (3) Annual Remuneration: As Discussed
- (4) Date of Joining: 01/06/2023
- (5) Grade: E2
- (6) Probation: Twelve months, during which notice will be one month from either side.
- (7) Functional Sub-Team: Global Tendering Team
- (8) Reporting Head: Rajkumar Maharana, Deputy General Manager- Global Tendering

You are required to undergo medical examination at Company's expense within 7 days. However, no travel or any other expense incurred for this purpose will be borne by the Company. Upon scrutiny of the report, in the unlikely event the Company's Medical Officer finds you medically unfit, this Offer Letter will be withdrawn regretfully. You are advised not to proceed with any separation moves with your present employer till receiving our confirmation of your medical fitness.

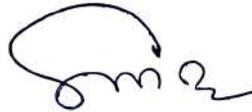
The Appointment Letter will be handed over to you within one week of your joining, subject to you submitting the necessary documents as required by us at the time of joining.

Please sign and return the duplicate copy of this letter as a token of your acceptance and your agreement to the above.

We look forward to welcome you to the family of Endress+Hauser.

Yours Sincerely,
For Endress+Hauser (India) Pvt. Ltd.


Ajay Monteiro
Vice President- HR



Sivaprasad Gopalakrishnan
Vice President - Global Tendering

I accept


Kamlesh Patil

REGIONAL OFFICES

Baroda	Tel.: (0265) 2602200	Chennai	Tel.: (044) 24322848	Kolkata	Tel.: (033) 41066100	National Service Centre, Mumbai
Ahmedabad	Tel.: (079) 69223502	Pune	Tel.: (020) 67442900	Hyderabad	Tel.: (040) 68307500	Workshop : +91 252 2678 906/903
Noida	Tel.: (0120) 6869800	Bengaluru	Tel.: (080) 25458359			Tech.support: +91 22 6850 3177/181/182

Note:

1. Mediciam- Family Floater for Rs. 5 lacs for max 6 members.
 - a. Option to select 5 members from Spouse+2 dependent children (if its twins then 3 kids) up to the age of 25 years+ Parents
 - b. Parents/Parent-in-law (for female employees) covered upto Rs 3.0 Lacs as part of family floater.
 - c. Pre-existing disease and Maternity hospitalization is covered
2. Life Insurance is 3 times of Annual CTC or min. Rs 40 Lacs.
3. Accident Insurance is 2 times of Annual CTC or min. Rs 30 Lacs.
4. Additional Critical illness covered upto Rs. 10 Lacs.
5. Variable pay is as per 100% performance. Based on the target achievement the variable salary amount could be in the range of 0-2 times of variable pay.
6. Employment with Endress+Hauser India is contingent upon successful completion of background check and other formalities.
7. Confirmation process depends on two factors viz., Performance during the probation period and completion of Masterclass and Flowtec training.
8. Employee has option to choose National Pension Scheme or National Pension Allowance as part of the CTC. National Pension allowance is shown in the CTC structure.
9. TDS applicable. Any change in Income Tax shall be binding on the employee.

I accept the above terms and conditions.


Kamlesh Patil

Date: 19/05/2023

Endress+Hauser (India) Pvt. Ltd.
7B, 7th Floor, Godrej One, Pirojshanagar,
Vikhroli (East), Mumbai - 400 079
Board : 022 6850 3100 Fax : 022 6850 3219
E-mail : info.in@endress.com • uri : www.in.endress.com
CIN - U24110MH1999PTC121643

CONFIDENTIAL: OFFER LETTER

Reference No: EH/HR/2023/OL/138

19/05/2023

Ajinkya Rajendra Waghmare
B-99/1/4, Rahul Galli, Ramabai Colony,
P.L. Lokhande Marg, Chembur,
Mumbai- 400089
Mobile no: +91 8828267735
Email Id: ajinkyawaghmare103@gmail.com

Dear **Ajinkya**,

Further to your interview and discussions with us we are pleased to issue this Offer letter.

The details are as follows:

- (1) Designation: Graduate Engineer Trainee
- (2) Location: Endress+Hauser (I) Pvt. Ltd., Head Office, Mumbai
- (3) Annual Remuneration: As Discussed
- (4) Date of Joining: 01/06/2023
- (5) Grade: E2
- (6) Probation: Twelve months, during which notice will be one month from either side.
- (7) Functional Sub-Team: Global Tendering Team
- (8) Reporting Head: Gayathri Kartha, Deputy General Manager- Global Tendering

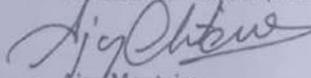
You are required to undergo medical examination at Company's expense within 7 days. However, no travel or any other expense incurred for this purpose will be borne by the Company. Upon scrutiny of the report, in the unlikely event the Company's Medical Officer finds you medically unfit, this Offer Letter will be withdrawn regretfully. You are advised not to proceed with any separation moves with your present employer till receiving our confirmation of your medical fitness.

The Appointment Letter will be handed over to you within one week of your joining, subject to you submitting the necessary documents as required by us at the time of joining.

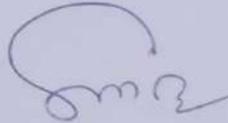
Please sign and return the duplicate copy of this letter as a token of your acceptance and your agreement to the above.

We look forward to welcome you to the family of Endress+Hauser.

Yours Sincerely,
For Endress+Hauser (India) Pvt. Ltd.

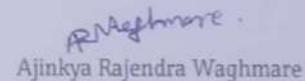


Ajay Monteiro
Vice President- HR



Sivaprasad Gopalakrishnan
Vice President - Global Tendering

I accept



Ajinkya Rajendra Waghmare

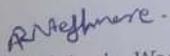
REGIONAL OFFICES

Baroda Tel.: (0265) 2602200 Chennai Tel.: (044) 24322848 Kolkata Tel.: (033) 41066100 National Service Centre, Mumbai
Ahmedabad Tel.: (079) 69223502 Pune Tel.: (020) 67442900 Hyderabad Tel.: (040) 68307500 Workshop : +91 252 2678 906/903
Noida Tel.: (0120) 6869800 Bengaluru Tel.: (080) 25458359 Tech.support: +91 22 6850 3177/181/182

Note:

1. Medclaim- Family Floater for Rs. 5 lacs for max 6 members.
 - a. Option to select 5 members from Spouse+2 dependent children (if its twins then 3 kids) up to the age of 25 years+ Parents
 - b. Parents/Parent-in-law (for female employees) covered upto Rs 3.0 Lacs as part of family floater.
 - c. Pre-existing disease and Maternity hospitalization is covered
2. Life Insurance is 3 times of Annual CTC or min. Rs 40 Lacs.
3. Accident Insurance is 2 times of Annual CTC or min. Rs 30 Lacs.
4. Additional Critical illness covered upto Rs. 10 Lacs.
5. Variable pay is as per 100% performance. Based on the target achievement the variable salary amount could be in the range of 0-2 times of variable pay.
6. Employment with Endress+Hauser India is contingent upon successful completion of background check and other formalities.
7. Confirmation process depends on two factors viz., Performance during the probation period and completion of Masterclass and Flowtec training.
8. Employee has option to choose National Pension Scheme or National Pension Allowance as part of the CTC. National Pension allowance is shown in the CTC structure.
9. TDS applicable. Any change in Income Tax shall be binding on the employee.

I accept the above terms and conditions.


Ajinkya Rajendra Waghmare
Date: 13-05-2023



November 11, 2022

Gaurav Govilkar

Pidilite Housing Colony Flat C11 Plot RX-1 MIDC Mahad Raigad

Mahad

402309

India

Dear Gaurav,

With reference to your discussions with us, we are pleased to offer you employment in our organization, 3611 - ExxonMobil Services & Technology Private Limited ("Company"). This offer is contingent upon satisfactory completion of your background check and medical examination by one of the doctors on our panel and upon your joining the Company.

The details of your offer of employment are the following:

- ° **Department:** BTC
- ° **Base Salary:** Rs44,500.00/ - per month
- ° **Cost to Company:** ₹ 11.41 LPA

The details of the terms of your employment, including those which have been discussed with you must be accepted by you prior to or at the time of your joining the Company.

The Employment benefits include transparent salary structure and retirement benefits, group medical insurance scheme for employee and his/her dependent family members, life insurance coverage and other programs to cater to employees needs.

You will be posted at **Bengaluru** . However, you can be posted anywhere in India at the sole discretion of the Company.

Your duties will be such as may, from time to time, be assigned to you by the Company's management. You will be on probation for a period of six months, which may be extended at the discretion of the Company. At the end of your probationary period, your employment will be automatically confirmed unless the Company notifies you otherwise in writing.

This offer is valid for 1 week from the date of this offer. If we do not hear from you by this date, we will assume that you are no longer interested in employment with Company and this offer will be automatically withdrawn.

If you accept our Employment offer on the terms and conditions detailed above and in the attachment to this email including the Intellectual Property Agreement (IPA), please notify us of your decision by clicking on "Accept Offer" on the top right of the screen. By completing and accepting the Employment offer, you hereby agree to having background check and medical examination conducted by you.

Here is the Intellectual Property Agreement (IPA).

If you have questions, please contact us by sending an email to p.i.purushothaman@exxonmobil.com. We look forward to your joining us and working with us as part of our team.

Sincerely,

Human Resources

(This is a computer-generated document)

Accepted By:


Anurag S. Gavitkar

ANNEXURE

Name:	Gaurav Shailendra Govilkar	Location:	Bangalore
Designation:	Engineer	Company:	ExxonMobil Services and Technology Private Limited
CTC Breakup	Monthly (INR)	Annual (INR)	Remarks
Base Salary	44,500	534000	
House Rental Allowance	31150	373800	70% of base salary
Conveyance Allowance	1600	19200	INR 1,600 per month
Medical Allowance	3000	36000	INR 3,000 per month
Gross Total:	80250	963000	
Leave Travel Allowance		44500	One month's base salary per annum
Provident Fund (Company Contribution)	5340	64080	Administration and benefits per the Provident Fund & Misc. Provisions Act, 1952. (12% Company + 12% employee contribution per month)
Gratuity	2140	25673	Benefits as per The Payment of Gratuity Act, 1972.
Non-contributory Accumulation Scheme	2225	26700	5% of monthly base salary, eligible for withdrawal after completing vesting period
Annual Statutory Bonus		17724	As per Payment of Bonus Act, 1965.
CTC Total:		1141677	

Note: Allowances and benefits may be amended or withdrawn by the Company from time to time at its sole discretion

Benefits:

1. Inpatient Medical Insurance:

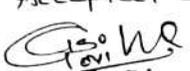
Eligibility	Employee, Spouse and Dependent Children (Up to age of 25 and unmarried)
Coverage	Annual sum insured of INR 3 Lakhs per participant and enhanced coverage up to INR 5 Lakhs
Annual Premium	On co-sharing basis 90% of the premium is paid by company and 10% will be paid by the employee. Stop Loss Provision for medical cost in excess of INR 5,00,000 per year
Maternity Coverage	Sum assured of Rs.1,00,000

2. **Life, Accidental Death & Dismemberment Insurance:** All full time employees on India payroll are covered under this insurance. The insurance premium is borne by the Company. Employees are covered 24 hrs worldwide. The insurance provides the payment for death and dismemberment of an employee *in the range of 24 - 60 months' last drawn base salary.*
3. **Non-contributory Accumulation Scheme:** Scheme which has 3 years of vesting period and interest paid par with PF interest rate. Employee shall be entitled to Base Amount that has accrued at least 3 years prior to the April Request Period, plus Escalation Amount on that Base Amount.

Vacations and Holidays:

1. **Vacation:** The Company grants vacation leave to the regular employees in recognition of their services. During first year of service employees will be eligible to get 21 days and same will be prorated based on the date of joining. More details can be found on intranet.
2. **Maternity Leave:** As per Maternity Act.
3. **Annual Holidays:** 11 public holidays and 2 floating holidays. More details can be found on intranet.

Note: The Company reserves the right to review/ amend its policies/ programs or guidelines periodically. Any future changes in the policies/programs or guidelines will supersede the details in mentioned in the offer letter.

Accepted By:


Ref.: GET 2023/ICE/LTEH-LT202333970207483

22nd June 2023

Ms. Shikha Rakesh Negi
Vivekanand Education Society`S Institute Of Tech. Sindhi Society
Email ID: 2019shikha.negi@ves.ac.in
Contact No. 9867429324

APPOINTMENT AS GRADUATE ENGINEER TRAINEE - 2023

With reference to the interview, you had with us, we have great pleasure in appointing you as a **Graduate Engineer Trainee (GET)** on the following terms and conditions:

1. Medical Fitness and Academic Requirement:

The offer is inter alia subject to your

- a. Being found medically fit by the Company's authorized Doctor.
- b. Being qualified according to all the Eligibility criteria as communicated during the selection process.
- c. Completion of all the academic requirements for B.E. / B. Tech. course.

2. Period of Training:

The Period of training will be for **One year** from the date of commencement of training.

Your training commences on **3rd July, 2023** with pre-joining activities on **2nd July, 2023**. Accordingly, you are required to report to Mumbai on **2nd July, 2023**. The accommodation for you during the Orientation program at Mumbai will be arranged by us and the details of the same will be shared with you separately. Travel to Mumbai and commute to the accommodation on arrival in Mumbai is required to be planned accordingly and will be at your own expense. The company will not reimburse any expenses incurred by you for travel to and arrival at the designated accommodation at Mumbai.

The cost of boarding and lodging at the accommodation, and subsequent conveyance from accommodation to L&T Campuses will be borne by the company.

You will be assigned to work in **L&T Energy-Hydrocarbon**.

During twelve months training period, you will diligently and faithfully carry out all directions and instructions issued to you by the Company, its officers, and representatives. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any one of the Departments / Offices / Projects of the Company and/or its Associates / Subsidiary Companies.

Please note that any request for extension in joining time / Change of Department or Division or Location will not be entertained.

Ms. Shikha Rakesh Negi

After accepting our offer, if you do not report on the date of joining, this letter of appointment stands automatically withdrawn. However, the Company reserves its right to change the date of joining at any time.

The Company may, at its discretion, extend the period of training by such other period/s as it may deem fit based on the evaluation of your learning at any time during the said period. You may also note that the training period will not be reckoned as 'Service'.

3. Stipend & Allowances:

During the course of your training, the Company will pay you Stipend and Allowances as per details in Annexure - I. These allowances may vary depending on the location of your posting.

4. Absorption:

On successful completion of the said 12 months training period to the satisfaction of the Company of which the Company shall be the sole judge and depending on the vacancies existing in the Company at that time you will be considered for appointment in the Company's regular cadre.

5. Provident Fund:

You will be eligible to join the "LARSEN & TOUBRO OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND" or any provident fund scheme as applicable to the Subsidiary and Associate company in which you are placed, under which at present the employee shall subscribe a sum equal to 12% of the monthly stipend and the Company contributes an equivalent amount.

6. Gratuity:

Your tenure of training of twelve months will not be reckoned as "Service" for the purpose of Gratuity.

7. Tax Liability:

Income Tax Liability, if any, will be borne by you.

8. Medical Benefits:

You will be eligible for medical benefits in accordance with the applicable Company's Scheme for your cadre.

9. Leave:

The eligibility for leave and the quantum thereof will be as per the "Leave rules" applicable to the unit / location to which you are assigned subject to the same being sanctioned.

10. Working Hours & Paid Holidays:

You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.

11. Conduct:

During the course of your training, you will carry out all directions and instructions issued to you by the Company, its officers and representatives. You will have to carry out your duties and obligations diligently and faithfully. The course and manner of your training will be decided solely by the Company at its discretion, and you may be required to work, as part of your training, in any other Location /

Ms. Shikha Rakesh Negi

including project sites / Department, Function, or Offices of the Company and / or its Associate / Subsidiary Companies. In such case you will be governed by the terms and conditions of service applicable to the new assignment. You shall not at any time engage in or be concerned with or be interested, directly or indirectly, in any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and / or its business. .

Any intellectual property created by you during the course of your training as GET employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as Company owned intellectual property and you shall not raise nor have any claim in respect thereof.

12. Termination of Appointment:

- a. Either party can terminate the contract of training hereunder by giving one month's notice in writing to the other, or an amount equivalent to stipend and allowances in lieu thereof. In event of your giving a notice of termination shorter than the above period, the Company shall have its own discretion to adjust any leave due to you or will recover from you such amount from your dues towards the shortfall in notice period. In any event you will be required to complete the handing over process as may be reasonably required by the Company.
- b. The Company shall have the right to terminate this Appointment forthwith without any notice in the event of any of the following:
 - i) Breach of any of the conditions of this Appointment;
 - ii) Any misconduct on your part;
 - iii) Failure to carry out any of your duties and obligations;
 - iv) Unauthorized absence from or abstaining from attendance during training period;
 - v) If in the sole discretion of the Company, your continued association is / will be detrimental to the interests of the Company.

Provided further that, in the event of termination under Clause 12(b), the trainee shall not be entitled to payment of any stipend, benefits or allowances except the statutory dues under applicable law.

13. Confidentiality:

- a. You are required to treat, as 'strictly confidential' the affairs of the Company and its customers, of which you may be cognizant. The confidentiality has to be maintained particularly about drawings, quotations, specifications and other manufacturing information, which you may have access to.
- b. You will treat the terms of this Appointment as confidential.

14. Code of Conduct:

You shall abide by the internal regulations specified in the company's 'Code of Conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and / or other policies which may become applicable from time to time. Any violation / breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanours, termination of Services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

Please note that it is the duty of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviours. In case of any concerns or clarification the HR department may be approached. However, ignorance of the rule will not be accepted as a defence in any case. Please refer **Annexure II**.

15. Disputes & Arbitration:

Any dispute or difference or claim arising in connection with this Appointment shall be resolved by reference to arbitration through a mutually agreed sole Arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any amendments made thereto. The language of arbitration shall be English. Each of L&T or the Trainee / Employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Trainee / Employee may in its discretion deem fit. The venue of arbitration shall be at Mumbai and the Courts at Mumbai shall have exclusive jurisdiction. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.

16. Non-disclosure of confidential information and trade secret:

You shall not, except as authorised, reveal / disclose / disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and / or dealings or any information concerning the businesses, finances, external and internal transactions of the company and / or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and / or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and / or the transactions of the company and / or its affiliates / associates / group companies which may come to your knowledge and / or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and / or placed in your possession by virtue of and / or during the course of your employment with the company.

17. Non-competition restriction:

You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your employment with the company. You agree that the company's services are highly specialised. You further agree that the identity and particular needs of the company's customers are not generally known in the industry.

Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination / retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

Ms. Shikha Rakesh Negi

18. Non-Solicitation and Non-Poaching:

You shall not at any time during the term of your employment with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and / or any of its subsidiaries' and / or affiliates' and / or group companies' personnel to leave the employment of the company and / or any of its subsidiaries and / or affiliates or apply for employment with any third party or encourage such personnel of the company.

19. Accommodation:

The Company may provide (depending on availability) shared-bachelor accommodation from date of joining for a maximum period of 11 months or till date of your completion of training whichever is earlier.

20. Joining:

You are required to report at Mumbai on **2nd July 2023 (Sunday)**. Your training commences on **3rd July 2023** with pre-joining activities on **2nd July 2023**.

On the date of your reporting for duty, please bring with you the following documents in original and a set of photocopies:

- A. S.S.L.C (10th Std) Certificate and Mark sheet
- B. H.S.C (12th Std) Certificate and Mark sheet
- C. Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years - [Attested copies of degree certificate and final year/semester mark sheets should be forwarded to us within 3 months of your joining]
- D. Course Completion Certificate (if your final semester / final year result is not declared)
- E. Good Conduct certificate issued by the College
- F. Photocopies of achievements in extra-curricular activities claimed (College / District / State / National / International levels)

In addition to the above please also bring following:

- G. Two recent Passport size photographs [photo should be mandatorily taken in business formal in white background (for Men - Blazer and tie & Women - formal office wear)]
- H. A Self-certified copy of your **PAN Card**
- I. A Self-certified copy of your **Aadhaar Card**
- J. Name of your Bank, IFSC Code, bank Account Number where your stipend & allowances have to be credited
- K. Certificate for COVID 19 Vaccination

21. All communications / notices should be addressed to L&T Energy - Hydrocarbon, 14th Floor – Quadrant '3', A.M. Naik Tower, L&T Campus, Gate no.3, Jogeshwari-Vikhroli Link Road (JVLR), Powai, Mumbai 400072.

Ms. Shikha Rakesh Negi

22. Acceptance Letter:

Please give your acceptance online as a token of agreement to the terms and conditions thereof, within 5 days from the date of this offer. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

You will keep us informed of your local / contact address & Email ID whenever there is any change.

We welcome you to our company and look forward to a long and fruitful association with you.

Yours faithfully,
for LARSEN & TOUBRO LIMITED,



(POONAM CHANDOK)
GENERAL MANAGER & HEAD - HUMAN RESOURCES
L&T ENERGY - HYDROCARBON

I have read, understood and accept the terms and conditions herein and affix my signature hereunder in confirmation of acceptance of my appointment.



(Signature)

date : Jun 23, 2023

In case of any clarification, kindly contact
Name: Ms. Sheetal Pillai
Contact details: 02268926014
Mail ID: SHEETAL.PILLAI@larsentoubro.com

Ms. Shikha Rakesh Negi

ANNEXURE - I

Stipend, Allowances applicable to Graduate Engineer Trainees (2023 batch)

Stipend	:	<u>₹15,500/- Per Month</u>
FlexiPay 1	:	With Shared Company Accommodation : <u>₹15,500/- Per Month</u> Without Company Accommodation : <u>₹20,500/- Per Month</u>
FlexiPay 2	:	<u>₹4,710/- Per Month</u>
LTA	:	<u>₹21,000/- Per Annum</u>

(GETs will be eligible for LTA for the training period, after the completion of eleven months of training period).

On successful completion of your training and confirmation in our services you will be paid a one-time lump Sum amount of ₹60,000/-.

You may also avail subsidised company transport and canteen facilities if provided at the place of posting.

Provident Fund shall be applicable only on the Stipend amount.

A consolidated statement indicating the computed Cost to Company (CTC) is attached as **Annexure - I A**

LEAVE RULES FOR GRADUATE ENGINEER TRAINEES

General guidelines:

1. No leave of any kind will be allowed during the notice period.
2. Trainees can prefix and / or suffix leave to weekly offs / holidays subject to conditions mentioned in each of leave.
3. Holidays / weekly offs falling in between PL will be treated as PL and will be debited as such.

Sick Leave (SL):

There will be no quantum of Sick Leave and it will be granted solely at the discretion of Management. Sick Leave shall be granted only based on a medical certificate and shall not be granted for less than 2 days at a time.

Privilege Leave (PL):

GETs will be granted 23 days Privilege Leave (PL) for the entire training period which they can avail of after 11 months of unbroken training.

Unconsumed Privilege Leave will be encashed at the end of the training period. However, a maximum of 7 days PL will be allowed to be carried over to the next year.

Casual Leave (CL):

The eligibility for Casual Leave will be as per the Leave Rules applicable to Trainees at the Unit / Location to which you are assigned.



(Signature)

ANNEXURE – I A

GET Compensation Structure				
Components	Without Company Accommodation		With Shared Company Accommodation	
	(in INR per month)	(in INR per annum)	(in INR per month)	(in INR per annum)
Monthly Components (A)				
Stipend	15,500	1,86,000	15,500	1,86,000
Flexi Pay 1	20,500	2,46,000	15,500	1,86,000
Flexi Pay 2	4,710	56,520	4,710	56,520
Sub Total (A)	40,710	4,88,520	35,710	4,28,520
Statutory Components (B)				
PF (Employer Contribution)	1,860	22,320	1,860	22,320
Sub Total (B)	1,860	22,320	1,860	22,320
Annual Components (C)				
LTA	1,750	21,000	1,750	21,000
Deferred Retention Pay	5,000	60,000	5,000	60,000
Sub Total (C)	6,750	81,000	6,750	81,000
Medical Insurance and other Benefits	898	10,776	898	10,776
Sub Total (D)	898	10,776	898	10,776
Total CTC	₹ 50,218	₹ 6,02,616	₹ 45,218	₹ 5,42,616

Note:

- LTA: You will be eligible for Leave Travel Assistance (LTA) ₹ 21,000/- after the completion of eleven months of your training period.
- Deferred Retention Pay: On successful completion of your training and confirmation in our services, you will be paid a one-time lump Sum amount of ₹ 60,000/-.
- Leave Encashment: Unconsumed Privilege Leave will be encashed at the end of the training period . However, a maximum of 7 days PL will be allowed to be carried over to the next year.
- You may also avail subsidised company transportation, canteen facilities if provided at the place of posting.
- In the Company's Medical Insurance Scheme, the trainees will be covered for a maximum sum of ₹ 2.00 lakhs of Hospitalization expenses during the training. A nominal sum of ₹ 200/- per month will be recovered from you as a contribution towards this scheme.
- Contributory Group Term Insurance: All the staff members are covered in the said Group Term Insurance scheme for a sum of ₹ 50.00 Lakhs. A nominal sum of ₹ 437/- per month will be recovered from the employee as a contribution towards this scheme. The contribution towards this scheme is voluntary and optional.
- Tax: Income Tax Liability, if any, will be borne by you.



LARSEN & TOUBRO LIMITED

CODE OF CONDUCT

FOR

**S & E AND COVENANTED
OFFICERS**

2020

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I. PREAMBLE

- L&T is a professionally managed Indian multinational, committed to total customer satisfaction & enhancing stakeholders' value.
- The Company's philosophy on corporate governance is built on a rich legacy of fair & transparent governance & disclosure practices. This includes respect for human values, individual dignity, & adherence to honest, ethical & professional conduct. "L&T-ites" are guided by the vision statement & values mentioned therein for the success & reputation of L&T.

II. APPLICABILITY

This Code of Conduct is applicable to all Supervisory, Executive, Covenanted and equivalent grades of Larsen & Toubro Limited and its group of Companies.

The Board Members, Executive Directors and Senior Managerial Personnel (Senior Officers) will continue to be governed by the Code of Conduct signed by them.

III. CODE OF CONDUCT

i). Honesty, Integrity, Ethics

All L&T-ites shall act in conformity with professional standards of personal integrity, honesty & ethical conduct, especially when on Company's business, at Company sponsored events, or when representing the Company.

Ethical conduct is one that is free from fraud & deception and includes actual or potential conflicts of interest between personal advantages as against organization's needs and/or values.

ii). Respect for Individuals

Our success can be achieved only when we treat everyone, both within and outside our Company, with respect. Respect in the workplace, along with individual excellence and collaborative teamwork, is how we will accomplish our goals.

L&T-ites shall treat their colleagues & business associates with dignity & respect, irrespective of caste, creed, gender, religion/region, nationality, appearance or any disability.

Superiors shall encourage their subordinates/colleagues to express their professional views in meetings / discussions, candidly and without fear. Feedback on performance will be provided as far as possible in private. They shall treat them with equity & fairness.

L&T-ites shall not use abusive or offensive language, tone or gesture with their colleagues or business associates. Superiors shall not insult/demean their subordinates.

L&T-ites shall commit to create an environment which is free of any type of sexual harassment & abide by the Policy for Protection of Women's Rights at the Workplace. Every employee shall strive to protect women employees' from any act of sexual harassment.

The Provisions of the relevant law, rules and norms regarding the Sexual Harassment of Women at Workplace have become contextually very relevant in today's time. It is very important for every male employee to exercise diligence in drawing the line with respect to professional interactions with female employees. Maintaining decorum and ensuring that the employee is not exposed to complaints is important, for which it is the responsibility of each male employee to be fully aware of the provisions of the relevant law and repercussions of violations. It is the responsibility of the employee concerned to familiarize himself with the relevant law as applicable.

The details of the relevant law as applicable in India are in the link below

Please click [here](#) for the policy

iii). Customer Need and Stakeholder Value

L&T-ites are passionate about meeting customers' needs and delivering to stakeholders. L&T-ites shall:

- ✓ Demonstrate a passion for understanding and meeting the needs of customers and stakeholders
- ✓ Shall be fair, professional and transparent in its dealings with the customers and stakeholders.
- ✓ Take active responsibility for the quality of service we provide to customers and stakeholders

- ✓ Are open to change and readily implement better ways of doing things
- ✓ Have high performance expectations and a mindset of excellence
- ✓ be innovative in identifying new opportunities and approaches for our customers, stakeholders and ourselves
- ✓ respect customers' right to privacy in relation to their personal data
- ✓ Comply with all data privacy laws that prescribe how to responsibly collect, store, use, share, transfer and dispose of personal information, and strive to comply with those laws everywhere the Company operates.

iv). **Fair Competition and Anti-trust**

Company believes fair and open competition benefits customers, stakeholders, and society as a whole. Company supports the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.

L&T-ites shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors. L&T-ites shall collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

v). **Sharing of Official Information**

L&T-ites shall not divulge or communicate in any manner sensitive/confidential information to third parties, except when authorized to do so for business reasons. Company's Policy Guideline on Designated Spokespersons authorized for communicating to the media in this regard, shall be strictly followed.

L&T-ites shall not speak ill about the organization to any external agency which would tarnish the image of the organization.

Similarly, L&T-ites shall desist from indulging in rumour mongering/loose talks, about the organization that is detrimental to the Company's interest.

Please click [here](#) for the policy

vi). *Maintaining Confidentiality*

In addition to the above, the employees shall maintain the integrity of internal communications. Care shall be taken to mitigate various risks emanating out of communication such as misrepresentation of facts/ events, leakage of price sensitive information, unfavourable reports on developments in the Company and inconsistent communication at the times of crisis. The contents of all the internal & external communications shall conform to the guidelines of Communication Risk Management Policy issued jointly by the Corporate Brand Management & Communication Department and Corporate Risk Management.

Please click [here](#) for the policy

The employees and personnel of L&T Group may in the course of their employment and engagement, become aware of and possess information of L&T Group or third parties disclosed to the L&T Group that is not generally known. This may include information which if disclosed could jeopardize the interests of the L&T Group.

As an HR process the Company conducts Development Centre (DC) regularly to assess leadership potential. The participants in these centres will be expected to maintain utmost confidentiality with respect to the content, material received in the DC's and conduct themselves with the highest sense of professional ethics.

Hence as per the Confidentiality policy, all the employees have been entrusted with the duty to keep such information strictly confidential and use it only for proper purposes in accordance with the law. This would apply during the course of employment as well as post separation.

Please click [here](#) for the policy

vii). *Dealing in Securities While in Possession of Unpublished Price Sensitive Information (UPS)*

Every employee will be considered as an 'INSIDER' under the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended in 2018. As an Insider, it is the duty of the employee not to deal in or advocate trade in securities (eg. equity shares / preference shares / derivatives) of the Company when in possession

of any UPSI and till such time the information comes in the public domain.

The onus will be on the employee to demonstrate that he / she was not in possession of UPSI at the time of dealing in securities.

Please click [here](#) for the circular on prevention of insider trading along with the L&T Securities Dealing Code and the SEBI (PIT - Prohibition Of Insider Trading) Regulations.

viii). Professional Engagement & Public Advocacy

L&T-ites are encouraged to associate themselves with activities of professional bodies/fora to enrich their knowledge and also help in building organization's image.

The government is an important stakeholder in our business and we therefore engage with it through multiple business forums and trade organisations. We shall engage with the government and regulators in a constructive manner in order to promote good governance. Our senior executives are active members of industry bodies that participate in the development of public policy that addresses issues affecting industry, business, products and customers. However, such engagement should not result in dereliction of duty or in discrediting the organization's image/reputation or abuse of organization's resources.

ix). Use of Company Assets & Brand Logo

L&T-ites shall not exploit the organizational resources for one's own personal gain/pecuniary advantage. In discharge of official duties, one shall strive for effective and judicious use of resources entrusted to them. Resources include both tangible assets like equipment and facilities etc. or intangible assets like designs, information, software or network with suppliers/customers, etc.

L&T-ites are entrusted with the duty of using the brand logo without modifying the same. All the employees shall abide by the guidelines for Brand applications/usages including on visiting cards. Deviations from the specific logo templates will not be permitted.

Please click here for the policy on [Brand Marks](#) and [Use of Brand Marks by External Parties](#)

x). Intellectual Property

Company's intellectual property is an invaluable asset that must be protected at all times. L&T-ites shall respect and protect all confidential information and intellectual property of the Company.

L&T-ites shall safeguard the confidentiality of all third party intellectual property and data. L&T-ites shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

L&T-ites shall promptly report the loss, theft or destruction of any intellectual property and data of the Company or that of any third party.

xi). Social Media Code of Conduct

L&T encourages social media interaction (during the employees' personal time) in an individual capacity and we trust our employees to act responsibly adhering to the policies of the company with respect to messages pertaining to the business and/or brand.

L&T-ites are expected to use social media in the best interests of the Company wherever there is any reference to the Company's name, brand or reputation. Social media interaction includes all digital social platforms and online interaction including interaction on platforms such as LinkedIn/ Facebook / Twitter / YouTube / Snapchat / Blogs or Review platforms / Whatsapp.

1. Responsibility:
 - a) Every employee is responsible for what they post. They have to be aware that social media interactions for or on behalf of the Company (intended or unintended) can have legal repercussions that make the Company liable.
 - b) They should not use the L&T logo or trademarks as their display pictures / images
 - c) They should not share information about clients, partners, L&T leadership, L&T Businesses and their performance. They should not be involved in Plagiarism or infringement of any copy right, in the context of any reference made about L&T, its business, products or services.
 - d) They should avoid anonymous postings

2. What can be posted on social media:
 - a) Confidentiality of information should be kept in mind. One may share awards/accomplishments pertaining to the

company after they become public information. Personal views and perspectives shared in the form of blogs, articles, stories, narrations any form of postings should have a disclaimer that these views are views of the individual and not of the company

- b) One should not share information on or comment on current or former employees, clients, competitors, vendors or suppliers.
- c) One should not share any content that is protected by a third party's copyright. When sharing content created by someone else, due credit should be given to the creator.
- d) One should not film or photograph internal events and post them to social media unless one has the authorisation from their department head.

3. Tone:

- a) One should be Respectful. L&T does not condone any abuse and trolling on social media.
- b) One should use first person (don't use 'we' or 'us') when sharing opinions. It should be made clear that what is shared or said, is representative of one's personal views and opinions only and are not necessarily the views and opinions of L&T.
- c) One should be proactive and take responsibility in accepting and clarifying controversies (if any) around one's post on social media.

4. L&T reserves the right to monitor, edit, forbid, stop or / and filter comments or discussions about the group or companies, employees, clients and the industry, including products and competitors, posted by any employee on the Internet / in Social Media.

If any content violates the L&T Code of Conduct or the Social Media Policy, or the company's Communication Policy, the Group reserves the right to seek clarification, and if required, ask the employee to delete that content.

The Group Social Media Policy is covered under sections 5.11.49 through 5.11.51 of the Brand Manual.

Please click [here](#) for the policy.

xii). Use of Information Technology

L&T-ites shall judiciously use the Information Technology facilities provided to them. They shall conform to the policy on Information Technology.

The increasing usage of E-mails forms a major portion of the network usage. In order to make the best utilization of the resources and to prevent undesirable fallouts resulting from the use of E-mails, users should comply with the Corporate E-mail usage Guidelines. Please see Corporate E-mail usage policy framed for the proper utilization of the facility.

Please click [here](#) for the policy

xiii). Working Environment & Dress Code Policy

L&T-ites shall not engage in any activity that is likely to result in disturbing peace & harmony in the workplace or engage in activities that are likely to create tension, bitterness or confusion in the minds of colleagues.

Superiors shall endeavour to create a climate in ensuring the above.

All L&T-ites are expected to follow the dress code policy in order to project a professional image through attire and bearing.

Please click [here](#) for the policy

xiv). Environment, Health & Safety (EHS)

Safety is the core component of a Company's responsibility; it is also the foundation of its long-term viability. Company is committed to the safety and health of employees. Company believes that all injuries and occupational illnesses are preventable. Company has a commitment to zero injuries in the workplace.

L&T-ites shall endeavour to create a safe working environment by following the policies and procedures as laid down in the Corporate Environment, Health & Safety Management Systems framework.

Towards this, all the employees shall:

- a) Incorporate EHS considerations in all business decisions
- b) Ensure compliance to statutory and other requirements

- c) Prevent adverse environmental impacts and occupational health and safety risks
- d) Conserve natural resources, minimize waste generation and environmental emissions
- e) Impact structured training for employees and stakeholders for effective EHS performance
- f) Encourage communication, consultation and collaboration with all the stakeholders

L&T-ites shall strive to keep ones' own place and surrounding workplace clean and hygienic.

Please click [here](#) for the policy

xv). Respect for Human Rights

The Company respects human rights everywhere it works and while doing business with others. The Company does not employ children at the workplaces. The Company also does not use forced labour in any form.

xvi). Sustainability

L&T-ites are committed to fulfilling our economic, environmental and social responsibilities while conducting business. All the L&T-ites shall strive to conserve natural resources, and achieve sustainable growth, through a culture of trust and care.

Please click [here](#) for the policy

xvii). Corporate HR policy

People are the most valuable resources that contribute towards realizing the dynamic vision of the Company. Hence in consonance with the HR functions, we shall be relentlessly committing ourselves to:

- a) Acquiring, developing and retaining a pool of high-calibre talent
- b) Enabling and empowering our employees to be creative and innovative
- c) Establishing systems and practices for maintaining transparency, fairness and equality
- d) Creating a culture of continuous learning, competitiveness and excellence through change management
- e) Respecting ethics, values and good governance
- f) Provide equal opportunity for growth & development

Please click [here](#) for the policy

xviii). Risk Management Framework Including Tax Risk Management Policy

The employees must comply with all the laws applicable to the Company, adhere to the Risk Management framework and abide by the Internal Control Guidelines including the Tax Risk Management Policy.

Please click here for the policy on:

[Enterprise Risk Management](#)
[Internal Controls](#)
[Risk Management Policy](#)

xix). Prohibited Items

Use, sale, purchase or possession of alcohol/narcotic drugs/arms/weapons by L&T-ites at workplace or when on duty, is prohibited. Smoking is allowed only at designated places.

xx). Anti-Bribery

L&T-ites should never offer, directly or indirectly, any form of gift, entertainment or anything of value to any government official or commercial partners including customers or their representatives to

- a) Obtain or retain business
- b) Influence business decisions; or
- c) Secure an unfair advantage.

This includes bribes, kickbacks and facilitation payments.

L&T-ites should not accept, directly or indirectly, any form of gift, entertainment or anything of conspicuously high value from existing and potential business partners, vendors or their representatives

This includes bribes, kickbacks and facilitation payments.

Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks for academic sessions, contribution to academic boards etc. will be permitted, as mentioned in 'Gift Policy' below.

xxi). Gift Policy

A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals, stones, jewelry, art and any of their equivalents, but also intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. A “**gift**” also includes meals, entertainment, hospitality, vacations, trips, use of vacation homes, tickets to sporting or music events, outings, vendor familiarization trips and use of recreational facilities.

L&T-ites are prohibited from offering gifts, hospitality and entertainment or anything else of value, which might influence the decisions of counterparties or Officials in connection with the business of the Company.

L&T-ites are also prohibited from accepting any gifts, hospitality and entertainment, or anything else of value, which might influence their own decisions.

Only Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks, etc. will be permitted under this Policy. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones. L&T - ites may also initiate or become part of occasional business meals or celebratory events and entertainment, etc. in such manner that this policy remains unstained.

xxii). Information Security

The Information Security Policy sets out the expectations on every employee to safeguard confidential information of the Company and our third parties with the assurance of security, availability, integrity and confidentiality. This policy provides employees with the mandatory directive of safeguarding L&T and its stakeholder’s information.

Please click [here](#) for the policy.

xxiii) And Finally

All L&T-ites besides being good employees, shall endeavor to contribute towards:

- Development of the Community and Society.
- Supporting National & Humanitarian Causes.

IV. MECHANISM FOR IMPLEMENTATION AND MONITORING

Approvals / Disclosures under the points mentioned above should be as per the respective policies.

Violations of the Code of Conduct should be reported as per the [Reporting Matrix](#) which is annexed and forms an integral part of the Code of Conduct.

As a practice, any violations should be reported to the 1st Level Reporting Authority who shall investigate the same and take necessary action. However, if the violation is by the 1st Level Reporting Authority itself, then it should be reported to the 2nd Level Reporting Authority.

In case the Reporting Authority comes to the conclusion that the violation is of a grave nature, the same shall be reported to the Whistleblower Investigation Committee for further action within a reasonable time frame.

The concerned Reporting Authority will give a summary of the violations reported of the Code of Conduct and the action taken thereon on a monthly basis to the IC HR Head who in turn shall provide the same to Corporate HR.

V. ECOM DISCLOSURE

Corporate HR Head will provide a summary of the violations reported of the Code of Conduct and the action taken thereon on a quarterly basis

VI. REVIEW & AMENDMENT

The Code shall be reviewed as and when required to ensure that it meets the objectives of the relevant legislation and remains effective. The ECOM has the right to change/amend the Code as may be expedient taking into account the law for the time being in force.

VII. NON-COMPLIANCE:

Non-compliance of the provisions of this Code shall be treated as dereliction and an act of misconduct.

MATRIX - AUTHORITIES FOR BREACH REPORTING & CLARIFICATIONS /SEEKING PERMISSIONS				
SI No	Breach reporting	Reporting Structure		Remarks
		1st Level	2nd Level	
1	Work Place Conduct (Abusive or offensive language)	DH	CHR	#
2	Reporting of Bribe/ Fraud	WBIC		@
3	Breach of Confidentiality/Intellectual Property - sharing trade secrets and confidential information	WBIC		@
4	Dealing in securities while in possession of UPSI	Company Secretary	ECOM Member	
5	Misuse of Company's Assets	IC HR	CHR	#
6	Breach of information security	DH/IC HR	CHR	#
7	Use of prohibited Items like drugs, weapons, etc.	WBIC		@
8	Sexual Harassment	ICC		
SI No	Clarification /Permissions	Authority		
1	Dealing in securities	CS Team		
2	Professional Engagement and Public Advocacy	DH		
3	Company Assets & Brand Logo	CBMC		
4	Social Media Code of Conduct	CBMC/Legal		
5	Information Technology	DH/Corporate IT		
6	Work Environment Dress Code Policy	CHR		
7	Environment, Health & Safety	DH		
DH	Department Head			
WBIC	Whistle Blower Investigation Committee			
ICC	Internal Complaints Committee			
CMBC	Corporate Brand Management & Communications			
CHR	Corporate Human Resources			
#	If not attended to, can be escalated to WBIC			
@	The Complainant has the option to write directly to the Chairperson of the Audit Committee at acc@larsentoubro.com.			

Sikhar

ExxonMobil

November 11, 2022

Kinjal Dutta

A406 Tulsi Aahan Kharvai Badlapur East, Thane

Thane

421503

India

Dear Kinjal,

With reference to your discussions with us, we are pleased to offer you employment in our organization, 3611 - ExxonMobil Services & Technology Private Limited ("Company"). This offer is contingent upon satisfactory completion of your background check and medical examination by one of the doctors on our panel and upon your joining the Company.

The details of your offer of employment are the following:

- **Department:** BTC
- **Base Salary:** Rs44,500.00/ - per month
- **Cost to Company:** ₹ 11.41 LPA

The details of the terms of your employment, including those which have been discussed with you must be accepted by you prior to or at the time of your joining the Company.

The Employment benefits include transparent salary structure and retirement benefits, group medical insurance scheme for employee and his/her dependent family members, life insurance coverage and other programs to cater to employees needs.

You will be posted at **Bengaluru** . However, you can be posted anywhere in India at the sole discretion of the Company.

Your duties will be such as may, from time to time, be assigned to you by the Company's management. You will be on probation for a period of six months, which may be extended at the discretion of the Company. At the end of your probationary period, your employment will be automatically confirmed unless the Company notifies you otherwise in writing.

This offer is valid for 1 week from the date of this offer. If we do not hear from you by this date, we will assume that you are no longer interested in employment with Company and this offer will be automatically withdrawn.

If you accept our Employment offer on the terms and conditions detailed above and in the attachment to this email including the Intellectual Property Agreement (IPA), please notify us of your decision by clicking on "Accept Offer" on the top right of the screen. By completing and accepting the Employment offer, you hereby agree to having background check and medical examination conducted by you.

Here is the Intellectual Property Agreement (IPA).

If you have questions, please contact us by sending an email to p.l.purushothaman@exxonmobil.com. We look forward to your joining us and working with us as part of our team.

Sincerely,

Human Resources

(This is a computer-generated document)

Accepted By:
Kinjal
Kinjal Outta

ANNEXURE

Name:	Kinjal Subhash Dutta	Location:	Bangalore
Designation:	Engineer	Company:	ExxonMobil Services and Technology Private Limited
CTC Breakup	Monthly (INR)	Annual (INR)	Remarks
Base Salary	44,500	534000	
House Rental Allowance	31150	373800	70% of base salary
Conveyance Allowance	1600	19200	INR 1,600 per month
Medical Allowance	3000	36000	INR 3,000 per month
Gross Total:	80250	963000	
Leave Travel Allowance		44500	One month's base salary per annum
Provident Fund (Company Contribution)	5340	64080	Administration and benefits per the Provident Fund & Misc. Provisions Act, 1952. (12% Company + 12% employee contribution per month)
Gratuity	2140	25673	Benefits as per The Payment of Gratuity Act, 1972.
Non-contributory Accumulation Scheme	2225	26700	5% of monthly base salary, eligible for withdrawal after completing vesting period
Annual Statutory Bonus		17724	As per Payment of Bonus Act, 1965.
CTC Total:		1141677	

Note: Allowances and benefits may be amended or withdrawn by the Company from time to time at its sole discretion

Benefits:

1. **Inpatient Medical Insurance:**

Eligibility	Employee, Spouse and Dependent Children (Up to age of 25 and unmarried)
Coverage	Annual sum insured of INR 3 Lakhs per participant and enhanced coverage up to INR 5 Lakhs
Annual Premium	On co-sharing basis 90% of the premium is paid by company and 10% will be paid by the employee. Stop Loss Provision for medical cost in excess of INR 5,00,000 per year
Maternity Coverage	Sum assured of Rs.1,00,000

- Life, Accidental Death & Dismemberment Insurance:** All full time employees on India payroll are covered under this insurance. The insurance premium is borne by the Company. Employees are covered 24 hrs worldwide. The insurance provides the payment for death and dismemberment of an employee in the range of 24 - 60 months' last drawn base salary.
- Non-contributory Accumulation Scheme:** Scheme which has 3 years of vesting period and interest paid par with PF interest rate. Employee shall be entitled to Base Amount that has accrued at least 3 years prior to the April Request Period, plus Escalation Amount on that Base Amount.

Vacations and Holidays:

- Vacation:** The Company grants vacation leave to the regular employees in recognition of their services. During first year of service employees will be eligible to get 21 days and same will be prorated based on the date of joining. More details can be found on intranet.
- Maternity Leave:** As per Maternity Act.
- Annual Holidays:** 11 public holidays and 2 floating holidays. More details can be found on intranet.

Note: The Company reserves the right to review/ amend its policies/ programs or guidelines periodically. Any future changes in the policies/programs or guidelines will supersede the details in mentioned in the offer letter.

Accepted By:
Kinjal
Kinjal Dutta

MR. MOHAMMED FADHIL

C303,3rd Floor,Hill View Co-Operative Housing Society Ltd,CGS Colony, Sector 1, Antop Hill,
Mumbai, Maharashtra 400037

SUB: APPOINTMENT AS TRAINEE ENGINEER – INSTRUMENTATION AND CONTROLS (GFS)

DEAR MR. FADHIL,

Subsequent to the interview you had with us, we take pleasure in offering you the position of **TRAINEE ENGINEER INSTRUMENTATION AND CONTROLS (GFS)** in our organization on the terms and conditions explained to you.

You will join us on or before July 3, 2023.

You are requested to bring the original copy of following documents on the date of joining.

1. All certificates pertaining to Education
2. Age Proof any (School/College Leaving OR SSC passing Certificate OR Birth Certificate from any Local Authority.)
3. 2 – Photographs of I-Card Size in blue background.
4. Proof of Blood Group
5. Copy of Passport 1
6. PAN Card Photocopy
7. PF UAN (Unique Account Number)
8. Aadhar Card Photocopy

A detailed letter of appointment will be issued to you on your joining our organization.

Please return the duplicate of this letter duly signed in token of having accepted the offer.

Thanking you,

Very truly yours,

BURNS & McDONNELL ENGINEERING INDIA PVT. LTD.

Aarti Gupta

AARTI GUPTA
SECTION MANAGER - HR

I agree and accept the same.

MOHAMMED FADHIL



Ref: HR-NN-TE/595D

15th March, 2023

To,
Mr. Anuj Shailesh Singh
Satya Siddhi-I, B-405,
Sector-11, Plot No.-19, Kalamboli,
Navi Mumbai-410218.

Dear Mr. Singh,

This has reference to your application and subsequent discussions you had with us, we are pleased to offer you the position of "Trainee Engineer-Process Control & Automation" in our organization as per the terms and conditions agreed with you, provided you are found medically fit by our Company's doctor.

The letter of appointment detailing the terms and conditions will be issued to you on your joining our organisation. You would endeavour to join duties at the earliest but in any case, not later than 3rd July, 2023.

Please note that your appointment is subject to your successfully passing the FINAL ENGINEERING DEGREE EXAMINATION in the first attempt. You should submit a copy of the Final semester mark sheet as well as passing certificate at the time of joining.

Please sign and return the copy of this letter as a token of acceptance of the aforesaid terms and conditions.

We welcome you and wish to have a longer association with TCMPL.

You are advised to bring following documents at the time of joining.

1. Proof of date of birth
2. Testimonials
3. Copy of passport
4. Copy of PAN Card
5. Copy of Aadhar Card
6. Coloured photographs (White Background-In Formal Attire) (5 Nos.PP Size)

Thanking you,

Yours faithfully,
For TECNIMONT PVT. LTD.


Nitin K. Narvekar
Sr. General Manager - HR

Offer Accepted
Anuj S. Singh
~~Singh~~
23/03/23



**Emerson Automation Solutions
Emerson Process Management
(India) Private Limited**
Delphi B Wing, 601 – 603
Central Avenue
Hiranandani Business Park
Powai, Mumbai - 400 076. India
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Tel.: +91 22 66620 566
Fax : +91 22 66620 500

**Ishan Udgirkar
Mumbai**

18 August 2023

Dear Ishan,

We look forward to welcoming you to Emerson. A career at Emerson is synonymous with growth. Our people can expect that they will sharpen their talents, embrace new capabilities, and embark upon transforming leadership challenges. We give you the ability to manage your own development.

Because we attract the very best people, we believe they deserve the very best support. We are committed to be a global employer of choice, and we offer competitive compensation, rewards and benefits.

We are pleased to offer you the position of **Graduate Engineer Trainee** in the **MSOL Measurement BU**, reporting to **Sameer Kachroo** on the following terms and conditions:

1. Your employment will commence upon satisfaction of the following condition:
 - 1.1 You have provided a declaration and undertaking (in the form provided by our Company) that you are free to commence employment with our Company, or a document from your most recent employer evidencing your release from or termination of employment with such company.
 - 1.2 The above condition is fulfilled no later than **4th September 2023**, unless another date is agreed subsequently by our Company in writing.
 - 1.3 You will be on training period of 12 months.
2. Your annual cost-to-company will be as per the attached Exhibit.

Please note that we have a flexi approach to compensation and benefits. The breakup attached has a default structure. You have the option to pick the preferred structure. Human Resources will assist you in determining your options. The above cost-to-company has been calculated based on currently valid rules of the Company. Whenever these rules are amended, you shall be officially advised about the revised compensation and benefits applicable in your case.

Apart from the above, you and your immediate family (i.e. spouse + 3 Dependent children up to the age of 25 years) will be covered under our Hospitalization Medical Scheme. You will also be covered under Group Term Life Insurance Policy (includes cover for accidents and disablement), as per currently valid guidelines, for which the Company shall pay the premium.

3. You will operate from **Powai, Mumbai**. This is a transferable job and you may be required to move to any place in India or outside India, or your services may be transferred to any affiliate or associate of the Emerson group of companies, depending on the needs of the Company, appropriate cost of living adjustment would be made, if necessary.
4. You will observe such working hours as will be advised to you by the establishment where you are posted.
5. You will be entitled to annual leave of 21 working days in addition to casual and sick leave of 7 days (combined).

You will be entitled to accumulate only your annual leave up to a maximum of 45 calendar days, beyond which the accumulated leave, if not used, shall automatically lapse by December 31 of the running year.



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6. You shall, while in our services, be required to:
 - 6.1 Work diligently, faithfully and to the best of your skills and ability to serve the Company and perform all duties entrusted to you from time to time.
 - 6.2 Comply with instructions given to you by the Management or your senior colleague, to whom you would report and faithfully observe all the rules and regulations and arrangements of the Company.
 - 6.3 Give and devote the whole of your time exclusively to your duties with the Company and while serving us, not to engage, without the prior consent in writing from the Management, directly or indirectly with or without remuneration in any trade, business occupation or employment.
 - 6.4 Further, you will not undertake any activity which is contrary to or inconsistent with your obligations under this employment letter and the Company's interest.
7. You will not, during the term of your employment with us, join or be employed by a competitor or engage or be interested financially or otherwise directly or indirectly in any business that competes with the business of the Company, without our express consent in writing.
8. Any information related to the business and operations of the Company and/or its affiliates received by you during the course of your employment with us which is not in the public domain shall be confidential information of the Company. You shall not disclose or divulge such confidential information to any third party whatsoever. On your leaving the employment of the Company or termination of your employment, all information, documents, records and materials whether in hard copy, photocopies or electronic media should be returned to the Company and you will not retain any copies thereof.
9. Apart from the above, for your day-to-day functions, you shall be governed by the rules and regulations of the Company in force from time to time.
As a condition to the commencement of your employment, you will be required to complete and sign the following: (i) a Conflict-of-Interest declaration, (ii) an Ethics declaration, (iii) an Employee Intellectual Property and Confidential Information Agreement, and (iv) Letter of Indemnity.
10. Recovery of any expense during the course of the employment including expenses on account of Meal Service, Cab Service, Mobile Connection Charges and such others, are within the purview of the employment contract for the employees to provide effective Services during the Employment Contract. The Recoveries will be deducted from the Salary of the Employee at such manner that may be prescribed.
11. Your employment may be terminated by the Company for any reason upon 90 days prior written notice to you, and in case you desire to leave the Company at any time, you likewise will have to give 90 days prior written notice to the Company. It will be at the Company's discretion to release an employee prior to completion of the 90 days' notice period. In the event the employee is released prior to the 90 days' notice, the Company may deduct salary for the period not served from the final settlement.

Notwithstanding the above, if you fail to comply with clauses 6-8 of this Letter, the Company will be entitled to terminate your employment forthwith without any advance notice or compensation whatsoever.
12. You acknowledge that the Company will suffer serious and irreparable injury and cost if you disclose the Company's confidential information without the Company's authorization at any time (including the termination of your employment). In order to effectively protect the confidential information of the Company, you agree that, without the prior written consent of the Company:



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- 12.1 You will not disclose the confidential information of the Company to others during or after the termination of your employment with the Company.
- 12.2 You will not use such confidential information for the benefit of anyone other than the Company.
- 12.3 (i) You will not engage or be interested financially or otherwise directly or indirectly in any business in India that unlawfully competes with the Company for a period of six (6) months from the date of termination of your employment from the Company. Competition with the Company refers to (i) research into, development, manufacture, supply or marketing of any product which is of the same or similar type to any product researched, or developed, or manufactured, or supplied, or marketed by the Company;

(ii) Development or provision of any services (including but not limited to technical and product support, or consultancy or customer services) which are of the same or similar type to any services provided by the Company; or (iii) utilization, research or development of any process or equipment which is substantially the same as any process or equipment which was the subject of work done by you in the Company. (Ownership of securities not exceeding 5 per cent of any class of securities of a public company listed on a stock exchange shall not be considered to be competition with the Company.)
- 12.4 You will not for 12 months immediately following the termination of your employment directly or indirectly solicit or endeavor to entice away from or discourage from being employed by the Company any person who during such period is one of the Company's employees with whom you have had direct or indirect contact or dealings in performing your duties of employment with the Company.
13. You shall retire on the attainment of the age of 58 years unless specially required by the Company in writing to continue in employment beyond this age.
14. You will communicate to us any change in your mailing address specified in your application. Any communication sent to you at the address last communicated to us shall be deemed to be duly served on you.
15. If any provision of the terms and conditions of your employment with the Company is deemed invalid or unenforceable under any applicable statute or rule of law, such part, to that extent only, will be deemed to be omitted without affecting the validity of the other terms and conditions of employment.
16. You will be going through a pre-employment medical checkup as well as background verification per company policy within 15 days after accepting this offer letter. Your offer of employment is valid subject to you being found medically fit and green background verification report.
17. "By signing a copy of this letter, you agree that the information provided to the Company in the employment application form is accurate and subject to verification by the Company directly or through an authorized vendor. Any untrue statement or misrepresentation of fact in the application materials will be justification for instant dismissal without any notice and/or compensation. You also agree that this offer of employment by the Company is conditional upon the satisfactory completion of all may include information relating to your work history, character, and general reputation. In consideration of this employment, you agree to conform to the Company's rules and policies and that Company is entitled, at its option and without prior notice, to change or terminate your employment or terms and conditions thereof."

This Letter is being issued to you in duplicate and is valid till **4th September 2023**; please indicate your acceptance of the terms and conditions mentioned herein by signing and returning the second copy of this Letter to us at your earliest convenience.



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We look forward to welcoming you to our organization.

Sincerely,

For Emerson Process Management (India) Private Limited

A handwritten signature in black ink that reads "Chitra".

**Chitra Chhabra
Director – Human Resources**

ACCEPTANCE

I have read the terms and conditions of my employment with the Company, and I hereby agree and accept them. I anticipate that I will join Emerson on 4th September 2023.

Dated: 18 / 08 / 2023

Signature:

A handwritten signature in black ink, appearing to be "B. Gupta", written over a horizontal line.



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EMERSON OFFER		
Name	Ishan Udgirkar	
Designation	Graduate Engineer Trainee	
Business Unit \ Location	MSOL Measurement BU \ Powai, Mumbai	
	Salary Structure	
	Per Month	Per Annum
Basic	16,042	192,500
HRA	8,021	96,250
Flexi Component		
Supplementary Allowance	15,912	190,941
Base/Gross Pay	39,974	479,691
Performance Bonus @ 6.9% of CTC (Minimum Payout)	3,163	37,950
Total Bonus	3,163	37,950
Employer's cont. to PF @12%	1,925	23,100
Gratuity@4.81%	772	9,259
Total Retirals	2,697	32,359
TOTAL Cost To Company	45,833	550,000
<i>Employees are eligible for following flexible benefits for better tax planning. The amounts will be taken out from your Supplementary allowance upon declaration.</i>		
Leave Travel Allowance	One Month's Basic	
Superannuation	13% of Basic	
Fuel, Insurance & Maintenance	As per Eligibility	
Additional Employee Contribution to PF	Self Contribution	
In addition to the above you shall be provided with:		
1. Medclaim for self, spouse & up to 3 dependent children (premium paid by Company) – as per prevailing company policy.		
2. Group term life cover (premium paid by Company) for an amount of twice your annual CTC.		
3. Group Personal Accident cover (premium paid by Company) for an amount of twice your annual CTC.		
Performance Bonus		
Performance Bonus Entitlement at Target		75,900
*You will be eligible for performance bonus pay as per company policy which may change from time to time. The same is dependent on performance. It also includes statutory bonus as per the Payment of Bonus Act 1965 (if applicable). To be eligible to receive performance bonus you must be an active employee of the company as on December 1, of that year. Employees serving notice period will not be entitled to receive the bonus.		

For Emerson Process Management (India) Private Limited

Chitra Chhabra
 Director – Human Resources

ACCEPTANCE

I have read the terms and conditions of my employment with the Company, and I hereby agree and accept them. I anticipate that I will join Emerson on 4th September 2023 .

Dated: 18 / 08 / 2023

Signature:



Dt: 29th July'2023

To,
Mr.Parag Coimbatore
Flat no – 08, Samudrika CHS,
Sector 13, Plot No 14, Khanda Colony,
New Panvel (410206)

Subject: **Offer Letter**

Dear Mr. Parag

We are pleased to confirm the offer of employment as “**Trainee Engineer**” at our company on terms and conditions mutually discussed and agreed. Your salary structure and allowances will be given with your appointment letter as mutually agreed.

You are required to submit the following documents –

Latest Passport size photograph
Birth certificate / Pan Card showing date of birth
Aadhar Card
Educational Qualification certificate
Relieving letter

We shall appreciate your confirmation of acceptance of the above offer. This offer is valid only for a period of 1 day from the date of this letter, and will stand withdrawn with immediate effect thereafter automatically. Our detailed appointment letter containing terms and conditions will be given to you on your joining.

Welcome to Tecnik Valves Pvt. Ltd. and wish you all the best.

Yours truly,
For TECNİK VALVES PVT. LTD.

TECNİK VALVES PVT. LTD. (ISO 9001 : 2008 Certified Company)

Office : B-504,Mangalya,Off.Marol Maroshi Road, Marol, Andheri(E),Mumbai - 400 059, Maharashtra,India

Works : Plot No. W-125, MIDC Boisar,Dist - Palghar - 401506, Maharashtra,India

T : +91 22 6236 5311/ 4973 3101 **E :** info@tecnik.in **W :** www.tecnik.in,www.tecnikvalves.com

GSTIN . : 27AADCT3227G1ZH **CIN . :** U29113MH2009PTC197589

RECEIVED & ACCEPTED OFFER



Worley India Private Limited
New Energy House, Ramkrishna Mandir Road,
Kondivita, Andheri (East)
Mumbai – 400059

Telephone: +91.22.26812000
Fax: +91.22.28208295

worley.com
Ref No: WIPL/GET/2023/15

23 October 2022

Mr. Pranav Sandip Patil
Vivekanand Education Society's Institute Of Technology

Dear Pranav,

Further to your participation in our campus engagement process and the subsequent discussion you had with us, we are pleased to offer you an opportunity to undergo training, as a **Graduate Engineer Trainee**, in our organization, with a stipend of **INR 35,000** per month (Rupees Thirty-Five Thousand only). You are assigned to **Instrumentation** department at our **Gigaplex - Navi Mumbai** office. This 12-month program would start in July/August 2023. We will confirm the same closer to the date.

On the day of onboarding, kindly bring along with you necessary certificates in original to enable us to check your date of birth and qualifications for verification. Please also bring 1 stamp size and 2 passport size photographs.

This offer is valid subject to medical fitness and background verification clearance. Your formal letter will be issued to you within a week of your joining.

The Company fully reserves the right to terminate your participation in the program in future if the information/ documents provided by you are found to be discrepant.

Please return the duplicate copy of this letter, duly signed, in token of your acceptance.

Yours faithfully,

Laxmikant Prabhu
Director – Talent Acquisition

I hereby accept this offer on the terms and conditions set out in this letter.

PRANAV S. PATIL
NAME

SIGNATURE

DATE



November 11, 2022

Rahul Patil

03 , Abhinav Housing society, near lokmanya society, Pen-Raigad

Pen

402107

India

Dear Rahul,

With reference to your discussions with us, we are pleased to offer you employment in our organization, 3611 - ExxonMobil Services & Technology Private Limited ("Company"). This offer is contingent upon satisfactory completion of your background check and medical examination by one of the doctors on our panel and upon your joining the Company.

The details of your offer of employment are the following:

- ° **Department:** BTC
- ° **Base Salary:** Rs44,500.00/ - per month
- ° **Cost to Company:** ₹ 11.41 LPA

The details of the terms of your employment, including those which have been discussed with you must be accepted by you prior to or at the time of your joining the Company.

The Employment benefits include transparent salary structure and retirement benefits, group medical insurance scheme for employee and his/her dependent family members, life insurance coverage and other programs to cater to employees needs.

You will be posted at **Bengaluru** . However, you can be posted anywhere in India at the sole discretion of the Company.

Your duties will be such as may, from time to time, be assigned to you by the Company's management. You will be on probation for a period of six months, which may be extended at the discretion of the Company. At the end of your probationary period, your employment will be automatically confirmed unless the Company notifies you otherwise in writing.

This offer is valid for 1 week from the date of this offer. If we do not hear from you by this date, we will assume that you are no longer interested in employment with Company and this offer will be automatically withdrawn.

If you accept our Employment offer on the terms and conditions detailed above and in the attachment to this email including the Intellectual Property Agreement (IPA), please notify us of your decision by clicking on "Accept Offer" on the top right of the screen. By completing and accepting the Employment offer, you hereby agree to having background check and medical examination conducted by you.

[Here](#) is the Intellectual Property Agreement (IPA).

If you have questions, please contact us by sending an email to **p.i.purushothaman@exxonmobil.com**. We look forward to your joining us and working with us as part of our team.

Sincerely,

Human Resources

(This is a computer-generated document)



Ref : TGBS/TPINDIA/TE/2023-005
Date: 28 December 2022

Ms. Reshma Gulab Dhende
Old Bharat Nagar, Near
Shankar Mandir, H.P Colony
East, Vashinaka, Chembur
Mumbai - 400074

Dear Reshma,

Sub: Our offer for the position of Graduate Engineer Trainee

Congratulations!!

Reference your application and the interview you had with us, we are pleased to offer you a position of **Graduate Engineer Trainee** for a period of **1 (One) year** in our Company. On completion of the training period satisfactorily, you may be considered for absorption, in any discipline, solely at the discretion of the Company.

We would like you to join the Company on **01 August 2023**.

Initiation of your detailed training programme of one year requires you to join at one of our office locations, such location will be communicated to you in due course of time and well in advance of your joining date.

The compensation during the Training period shall be **INR 650,000 (Rupees Six Lakh Fifty Thousand) per annum** as attached in the Annexure.

This offer is subject to your clearing the final qualifying exams before the joining date with a minimum of 70% aggregate marks.

Your training can be terminated by giving One Month's notice in writing, from either side. The company may decide, at its own discretion, whether you are required for Training during the notice period. In the event that you request for an early release, then the management at its own discretion will decide for an early release date.

The position is currently located at our office at **Mumbai**. However, the Company's business conditions may warrant your assignment to another job function within the Company, and you may be posted to our domestic or foreign offices, project sites, from time to time.

Please submit the documents/information as mentioned in the enclosed Annexure-I,II & III **at the time of joining**. Also, you shall be required to sign a Secrecy Agreement with the Company, as per enclosed draft, due to the nature of the work & accessibility of confidential Company data.

You are requested to return the duplicate copy of this letter duly signed in token of your acceptance.

This offer will be treated as withdrawn if we do not receive any confirmation/response within 7 days from the date hereof.

Thanking you,

Yours faithfully,
for **TECHNIP ENERGIES INDIA LIMITED**

VENKATESH RAMASAMY
HR SERVICE DELIVERY HUB LEAD – INDIA BU

I accept and expressly agree
to abide by the terms mentioned here

Technip Energies India Limited
(formerly known as Technip India Limited)
Technology Center-2, B-Wing,
5th Floor at L&T Business Park,
Gate No. 5, Saki Vihar Road,
Powai Campus, Mumbai, 400072
Maharashtra, India
Phone: +91 22 6700 2000

Registered Office:
B - 22, Okhla Industrial Area,
Ph-I, New Delhi - 110 020, India
CIN: U72200DL1971PLC005742
Phone: +91 11 2681 7632
Fax: +91 11 2681 4135
Website: technipenergies.com

Annexure

Particulars	Amount (in Rs.) Per Annum
Stipend	260,000
HRA	156,000
Special Allowance	130,800
City Compensatory Allowance	72,000
Employer Contribution to PF	31,200
Total	650,000

In addition to above, some of the main features of the benefits available to the employees, as per policies/practices of the Co. and as per rules are:-.

1. Birthday gift coupons
2. Visiting physician facility
3. Subsidized Lunch Facility
4. Group Term Insurance & Personal Accident Insurance
5. Medclaim Insurance as per Co. Policy

Looking forward to long lasting and mutually rewarding relationship.

Received and Accepted.



Worley India Private Limited
New Energy House, Ramkrishna Mandir Road,
Kondivita, Andheri (East)
Mumbai – 400059

Telephone: +91.22.26812000
Fax: +91.22.28208295

worley.com
Ref No: WIPL/GET/2023/12

23 October 2022

Ms. Ritiksha Ramesh Mhatre
Vivekanand Education Society's Institute Of Technology

Dear Ritiksha,

Further to your participation in our campus engagement process and the subsequent discussion you had with us, we are pleased to offer you an opportunity to undergo training, as a **Graduate Engineer Trainee**, in our organization, with a stipend of **INR 35,000** per month (Rupees Thirty-Five Thousand only). You are assigned to **Instrumentation** department at our **Gigaplex - Navi Mumbai** office. This 12-month program would start in July/August 2023. We will confirm the same closer to the date.

On the day of onboarding, kindly bring along with you necessary certificates in original to enable us to check your date of birth and qualifications for verification. Please also bring 1 stamp size and 2 passport size photographs.

This offer is valid subject to medical fitness and background verification clearance. Your formal letter will be issued to you within a week of your joining.

The Company fully reserves the right to terminate your participation in the program in future if the information/ documents provided by you are found to be discrepant.

Please return the duplicate copy of this letter, duly signed, in token of your acceptance.

Yours faithfully,

Laxmikant Prabhu
Director – Talent Acquisition

I hereby accept this offer on the terms and conditions set out in this letter.

Ritiksha Mhatre
NAME

Mhatre
SIGNATURE

30-10-2022
DATE

Regd office: Worley India Private Limited, New Energy House, Ramkrishna Mandir Rd,
Kondivita, Andheri (E), Mumbai – 400059, India
Telephone: +91.22.26812000 Fax: 91.22.28208295 CIN: U4210MH1969PTC014488

EMPLOYEE SALARY STRUCTURE

Name	Hrutika Mahesh Pakhale	
System Title	Instrumentation & Controls Engineer 1	
Business Title	Trainee Instrumentation & Controls Engineer	
Job Family/ Level	ENG 127/Level 1	
	Monthly (INR)	Annual (INR)
<u>Earnings (A)</u>		
Basic	23,202	278,420
Special Allowance*	23,202	278,420
Total (A)	46,403	556,840
<u>Benefits (Over & above Gross Salary) (B)</u>		
EPF (Employer's Contribution to Provident Fund)	2,784	33,410
Gratuity (payable after 5 years only on separation)		13,392
Total (B)		46,802
Total (A+B)		603,642
<u>Variable Components(C)</u>		
Annual Incentive Plan (AIP)		50,116
Total Cost to Company (A+B+C)		653,758

Annual Incentive Plan (AIP)

You are eligible to participate in the company's Annual Incentive Plan (AIP). This is an at-risk, annual incentive plan and payout is based upon financial results compared to business targets, combined with your individual performance. The targeted payout is 9% of your salary, but could range from 0-13%

*Flexi Benefit Scheme	Monthly (INR)
House Rent Allowance (Mandatory)	Min. 5% to 50% of Basic
Leave Travel Assistance (LTA)	Upto 1 month Basic
Telephone & Internet Reimbursement	Upto 3,500
Vehicle Expense Reimbursement	Upto 16,667
Meal Vouchers	Upto 2,200
Child Education Allowance	Upto 200
Child Hostel Allowance	Upto 600
Professional Development Allowance	Upto 3,000

Important points:

1. Professionals can choose flexi benefit components in the subsequent month of joining. In the first month, salary will be distributed in Basic, HRA (5% of Basic) and Special Allowance.
2. No cash-in-lieu will be provided for non-cash benefits.
3. If you join B&V post 14th of any given month then the salary for that month will be paid along with the next month's salary (including Relocation assistance, if any).
4. If you join B&V post 30th Sep in any given year, then you will not be eligible for merit increase and AIP for that particular year. Professionals who join us before 30th Sept would be eligible for a merit increase & AIP on prorata basis.
5. Any one-time allowances paid towards Relocation buyout is fully taxable. If the employee ends his or her association with the Company within 24 months from the date of joining, the amount would be recovered as per the policy.

TOTAL REWARDS SUMMARY

In addition to the benefits mentioned in salary structure above, BVPL provides the following benefits as part of Total Rewards to its employees

Rewards	Details
Annual Leave	23 Calendar days
Medical/Sick Leave	9 days
Bereavement Leave	3 days
Parental Leave	5 days
Maternity Leave	26 weeks
Overtime pay (if applicable)	As per the Overtime policy.
Time-Off in Lieu (if applicable)	As per the Overtime policy.
Public Holidays	12 days including a floater
Voluntary Provident Fund contribution	Additional 3% to 88% of basic
Voluntary National Pension System Contribution	Up to 10% of Basic
Long Service Awards	On every 5 year completion
Higher Education Assistance (can be availed only after 1 year of joining)	Up to a max of INR 100,000/-
Flexi Work hours	5 days a week, 40 hours/week
Transition & Transfer to other jobs internally	Depending on Availability & Approval
Group Medical Insurance Cover Employee, Spouse, 2 Children & Dependent Parents (where in there is 20% co-pay for Parental claims. No Room rent capping for all in family)	INR 400,000
Group Personal Accident Insurance - Employee Only	3 X AGS
Group Term Life - Employee Only	3 X AGS
Critical Illness policy (Rider) - Employee Only	As per policy
Yearly Wellness Program (Annual Health Check-up)	Employee Only
Company Transportation facility	Available in select cities on trunk routes.
Development Opportunities	Formal & Informal training to learn new technologies, skills/abilities & knowledge related to the job
Memberships & Subscriptions	Industry professional bodies/associations for self-improvement
Rewards & Recognition opportunities	As per policy

EMPLOYEE SALARY STRUCTURE			
Name	Saniya Mahajani		
System Title	Instrumentation & Controls Engineer 1		
Business Title	Instrumentation & Controls Engineer		
Job Family/ Level	ENG 127/Level 1		
	Monthly (INR)	Annual (INR)	
<u>Earnings (A)</u>			
Basic	23,202	278,420	
Special Allowance*	23,202	278,420	
Total (A)	46,403	556,840	
<u>Benefits (Over & above Gross Salary) (B)</u>			
EPF (Employer's Contribution to Provident Fund)	2,784	33,410	
Gratuity (payable after 5 years only on separation)		13,392	
Total (B)		46,802	
Total (A+B)		603,642	
<u>Variable Components(C)</u>			
Annual Incentive Plan (AIP)		50,116	
Total Cost to Company (A+B+C)		653,758	
<u>Annual Incentive Plan (AIP)</u>			
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Memberships & Subscriptions	Industry professional bodies/associations for self-improvement
Rewards & Recognition opportunities	As per policy

Our ref: PERS:

November 24, 2022

MR. SAMEER DINESH VISPUTE

304, Sai Sharda, Plot No. 50, Near Sanjeevani School, Sector 16,
Kharghar, Navi Mumbai, Maharashtra - 410210

SUB: APPOINTMENT AS TRAINEE ENGINEER – INSTRUMENTATION (OGC)

DEAR MR. VISPUTE,

Subsequent to the interview you had with us, we take pleasure in offering you the position of **TRAINEE ENGINEER – INSTRUMENTATION (OGC)** in our organization on the terms and conditions explained to you.

You will join us on or before July 3, 2023.

You are requested to bring the original copy of following documents on the date of joining.

1. All certificates pertaining to Education
2. Age Proof any (School/College Leaving OR SSC passing Certificate OR Birth Certificate from any Local Authority.)
3. 2 – Photographs of I-Card Size in blue background.
4. Proof of Blood Group
5. Copy of Passport 1
6. PAN Card Photocopy
7. PF UAN (Unique Account Number)
8. Aadhar Card Photocopy

A detailed letter of appointment will be issued to you on your joining our organization.

Please return the duplicate of this letter duly signed in token of having accepted the offer.

Thanking you,

Very truly yours,

BURNS & McDONNELL ENGINEERING INDIA PVT. LTD.

Aarti Gupta

AARTI GUPTA
SECTION MANAGER - HR

I agree and accept the same.

S. D. Vispute

SAMEER DINESH VISPUTE



Ref : TGBS/TPINDIA/TE/2023-006
Date: 28 December 2022

Ms. Srushti Sunil Gharat
B7, Poonam Housing Society,
Rohidas Nagar, Chendhare,
Alibag, Raigad

Dear Srushti,

Sub: Our offer for the position of Graduate Engineer Trainee

Congratulations!!

Reference your application and the interview you had with us, we are pleased to offer you a position of **Graduate Engineer Trainee** for a period of **1 (One) year** in our Company. On completion of the training period satisfactorily, you may be considered for absorption, in any discipline, solely at the discretion of the Company.

We would like you to join the Company on **01 August 2023**.

Initiation of your detailed training programme of one year requires you to join at one of our office locations, such location will be communicated to you in due course of time and well in advance of your joining date.

The compensation during the Training period shall be **INR 650,000 (Rupees Six Lakh Fifty Thousand) per annum** as attached in the Annexure.

This offer is subject to your clearing the final qualifying exams before the joining date with a minimum of 70% aggregate marks.

Your training can be terminated by giving One Month's notice in writing, from either side. The company may decide, at its own discretion, whether you are required for Training during the notice period. In the event that you request for an early release, then the management at its own discretion will decide for an early release date.

The position is currently located at our office at **Mumbai**. However, the Company's business conditions may warrant your assignment to another job function within the Company, and you may be posted to our domestic or foreign offices, project sites, from time to time.

Please submit the documents/information as mentioned in the enclosed Annexure-I,II & III **at the time of joining**. Also, you shall be required to sign a Secrecy Agreement with the Company, as per enclosed draft, due to the nature of the work & accessibility of confidential Company data.

You are requested to return the duplicate copy of this letter duly signed in token of your acceptance.

This offer will be treated as withdrawn if we do not receive any confirmation/response within 7 days from the date hereof.

Thanking you,

Yours faithfully,
for **TECHNIP ENERGIES INDIA LIMITED**

VENKATESH RAMASAMY
HR SERVICE DELIVERY HUB LEAD – INDIA BU

I accept and expressly agree
to abide by the terms mentioned here

Technip Energies India Limited
(formerly known as Technip India Limited)
Technology Center-2, B-Wing,
5th Floor at L&T Business Park,
Gate No. 5, Saki Vihar Road,
Powai Campus, Mumbai, 400072
Maharashtra, India
Phone: +91 22 6700 2000

Registered Office:
B - 22, Okhla Industrial Area,
Ph-I, New Delhi - 110 020, India
CIN: U72200DL1971PLC005742
Phone: +91 11 2681 7632
Fax: +91 11 2681 4135
Website: technipenergies.com

Annexure

Particulars	Amount (in Rs.) Per Annum
Stipend	260,000
HRA	156,000
Special Allowance	130,800
City Compensatory Allowance	72,000
Employer Contribution to PF	31,200
Total	650,000

In addition to above, some of the main features of the benefits available to the employees, as per policies/practices of the Co. and as per rules are:-.

1. Birthday gift coupons
2. Visiting physician facility
3. Subsidized Lunch Facility
4. Group Term Insurance & Personal Accident Insurance
5. Medclaim Insurance as per Co. Policy

Looking forward to long lasting and mutually rewarding relationship.



AL/RK

25 November 2022

Mr. Yash Tadkar
Mumbai

Subject: Letter of Offer for training

Dear Tadkar,

Further to the discussions, we are pleased to offer you an opportunity to undergo training in our company.

You will undergo training at our Mumbai office in the Instruments department and you will be paid a stipend of INR.37,500/- per month. The duration of training shall be 12 months from the date of joining. Both the location and duration of training are subject to change depending on the company's situation. The training will tentatively commence in August/September 2023.

The training engagement letter with terms and conditions will be issued to you on the date of commencement of your training.

This letter and the subsequent training engagement letter will be subject to:

- a) Successful completion of your graduation/post-graduation, without any active backlog of subjects and securing an average pass percentage of 60% in the last two semester examinations.
- b) Submission of all mark sheets and certificates in originals for verification a week prior to your start date.
- c) Medical fitness declared by our company doctors. You will be requested to undergo medical examinations prior to commencement of your training.
- d) Satisfactory background verification - should the result be unsatisfactory; your training will be terminated.

In the event you are unable to meet any of the above requirements, our training offer shall be terminated with immediate effect.

Please note that your training will be registered under the Board of Apprentices Training.

Please return the duplicate copy of this letter duly signed, as a token of your acceptance to the above offer.

Yours faithfully,
For Aker Powergas Pvt. Ltd.

DocuSigned by:
Asma Lata
8FE4EB2A06D3409
Asma Lata

Vice President - People & Organization

Received & Accepted

Yash Tadkar

DS
RP



Prasad Godse <prasad.godse@ves.ac.in>

Campus Selection 2023

4 messages

Chetan V Lad <chetan.lad@toyo-eng.com>

Mon, Feb 6, 2023 at 3:07 PM

To: Prasad Godse <prasad.godse@ves.ac.in>

Cc: Arun v Khutale <arun.khutale@toyo-eng.com>, Shraddha G Nadkarni <shraddha.nadkarni@toyo-eng.com>

[Security Level2]

Dear Sir/Madam,

Please note that below candidates Selected for Trainee Engineer position at Toyo Engineering.

Stream	College Name	Name
Instrumentation	Vivekanand	Harsh Sunil Falak
Instrumentation	Vivekanand	Siddhesh Pramod Jadhav

Best Regards,

Chetan Lad

**Toyo Engineering India Pvt Limited.
Toyo Technology Centre,
71, Kanjur Marg Village Road,
Kanjur Marg (East), Mumbai 400 042**

Tel : 022 5072 5558

Email :_Chetan.lad@toyo-eng.com

This e-mail (including any attachments) may contain information that is confidential or privileged. If you are not the intended recipient, please notify the sender immediately by reply e-mail and then delete this e-mail (including any attachments). You are hereby advised that any use, dissemination, distribution, or copying of this communication is strictly prohibited. We appreciate your cooperation.

Prasad Godse <prasad.godse@ves.ac.in>
To: Chetan V Lad <chetan.lad@toyo-eng.com>
Cc: Arun v Khutale <arun.khutale@toyo-eng.com>, Shraddha G Nadkarni <shraddha.nadkarni@toyo-eng.com>

Mon, Feb 6, 2023 at 3:33 PM

Dear chetan sir / shraddha Madam
Greetings from VESIT!

Thank you so much for your mail and selecting our students as GTE for your organization.
I will convey your results to selected candidates and ask them to send your offer acceptance.

Regards
Prasad k Godse
VESIT
[Quoted text hidden]

Prasad Godse <prasad.godse@ves.ac.in>
To: harsh falak <2019harsh.falak@ves.ac.in>, 2019.siddhesh.jadhav@ves.ac.in
Cc: Devanshi Shah <d2020.devanshi.shah@ves.ac.in>, A Nagananda <tpo@ves.ac.in>, Dashrath Mane <dashrath.mane@ves.ac.in>

Mon, Feb 6, 2023 at 3:37 PM

[Quoted text hidden]
--

Prasad k Godse

Asst professor

Training and Placement Incharge

Dept of Instrumentation Engineering

VES Institute of Technology

Campus II, Hashu adawani memorial complex

Collectors colony; chembur

Mumbai - 400074

Mob: 9821317178

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

To: prasad.godse@ves.ac.in

Mon, Feb 6, 2023 at 3:37 PM



Address not found

Your message wasn't delivered to **2019.siddhesh.jadhav@ves.ac.in** because the address couldn't be found, or is unable to receive mail.

[LEARN MORE](#)

The response was:

550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at https://support.google.com/mail/?p=NoSuchUser_iz4-20020a05600c554400b003df4bc8edfasor4894156wmb.17 - gsmtpt

Final-Recipient: rfc822; 2019.siddhesh.jadhav@ves.ac.in

Action: failed

Status: 5.1.1

Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try

550-5.1.1 double-checking the recipient's email address for typos or

550-5.1.1 unnecessary spaces. Learn more at

550 5.1.1 https://support.google.com/mail/?p=NoSuchUser_iz4-20020a05600c554400b003df4bc8edfasor4894156wmb.17 - gsmtpt

Last-Attempt-Date: Mon, 06 Feb 2023 02:07:35 -0800 (PST)

----- Forwarded message -----

From: Prasad Godse <prasad.godse@ves.ac.in>

To: harsh falak <2019harsh.falak@ves.ac.in>, 2019.siddhesh.jadhav@ves.ac.in

Cc: Devanshi Shah <d2020.devanshi.shah@ves.ac.in>, A Nagananda <tpo@ves.ac.in>, Dashrath Mane <dashrath.mane@ves.ac.in>

Bcc:

Date: Mon, 6 Feb 2023 15:37:22 +0530

Subject: Fwd: Campus Selection 2023

----- Message truncated -----

Our ref: PERS:

November 24, 2022

MR. VIRAJ VIJAY AVHAD

A/504, Swastik Park, Reti Bander Road, Near Ulmesh Nagar,
Dombivli West - 421202

SUB: APPOINTMENT AS TRAINEE ENGINEER – INSTRUMENTATION (OGC)

DEAR MR. AVHAD,

Subsequent to the interview you had with us, we take pleasure in offering you the position of **TRAINEE ENGINEER – INSTRUMENTATION (OGC)** in our organization on the terms and conditions explained to you.

You will join us on or before July 3, 2023.

You are requested to bring the original copy of following documents on the date of joining.

1. All certificates pertaining to Education
2. Age Proof any (School/College Leaving OR SSC passing Certificate OR Birth Certificate from any Local Authority.)
3. 2 – Photographs of I-Card Size in blue background.
4. Proof of Blood Group
5. Copy of Passport 1
6. PAN Card Photocopy
7. PF UAN (Unique Account Number)
8. Aadhar Card Photocopy

A detailed letter of appointment will be issued to you on your joining our organization.

Please return the duplicate of this letter duly signed in token of having accepted the offer.

Thanking you,

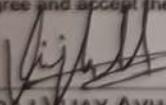
Very truly yours,

BURNS & McDONNELL ENGINEERING INDIA PVT. LTD.

Aarti Gupta

AARTI GUPTA
SECTION MANAGER - HR

I agree and accept the same.



VIRAJ VIJAY AVHAD

28 October 2022

Ms. Anjali Bharat More
Vivekanand Education Society's Institute Of Technology

Dear Anjali,

Further to your participation in our campus engagement process and the subsequent discussion you had with us, we are pleased to offer you an opportunity to undergo training, as a **Graduate Engineer Trainee**, in our organization, with a stipend of **INR 35,000** per month (Rupees Thirty-Five Thousand only). You are assigned to **Instrumentation** department at our **Gigaplex - Navi Mumbai** office. This 12-month program would start in July/August 2023. We will confirm the same closer to the date.

On the day of onboarding, kindly bring along with you necessary certificates in original to enable us to check your date of birth and qualifications for verification. Please also bring 1 stamp size and 2 passport size photographs.

This offer is valid subject to medical fitness and background verification clearance. Your formal letter will be issued to you within a week of your joining.

The Company fully reserves the right to terminate your participation in the program in future if the information/ documents provided by you are found to be discrepant.

Please return the duplicate copy of this letter, duly signed, in token of your acceptance.

Yours faithfully,



Laxmikant Prabhu
Director – Talent Acquisition

I hereby accept this offer on the terms and conditions set out in this letter.

_____	_____	_____
NAME	SIGNATURE	DATE